

EXHIBIT A



WR Grace
 Bankruptcy Form 10
 Index Sheet

SR00000422

Claim Number: 00005698

Receive Date: 03/24/2003

Multiple Claim Reference

Claim Number _____	<input type="checkbox"/> MMPOC	Medical Monitoring Claim Form
	<input type="checkbox"/> PDPOC	Property Damage
	<input type="checkbox"/> NAPO	Non-Asbestos Claim Form
	<input type="checkbox"/>	Amended
Claim Number _____	<input type="checkbox"/> MMPOC	Medical Monitoring Claim Form
	<input type="checkbox"/> PDPOC	Property Damage
	<input type="checkbox"/> NAPO	Non-Asbestos Claim Form
	<input type="checkbox"/>	Amended

Attorney Information

Firm Number: 00272 Firm Name: Segal Stewart Cutler Lindsay Janes & Berry PLLC

Attorney Number: 00143 Attorney Name: Dennis F Janes

Zip Code: 40202-4251

Cover Letter Location Number: SR00000422

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	<input checked="" type="checkbox"/> Other Attachments
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
<input type="checkbox"/> TBD	<input type="checkbox"/> TBD	
	<input type="checkbox"/> Other Attachments	
Other	<input type="checkbox"/> Non-Standard Form	
	<input type="checkbox"/> Amended	
	<input type="checkbox"/> Post-Deadline Postmark Date	

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF Delaware		GRACE NON-ASBESTOS PROOF OF CLAIM FORM
Name of Debtor: W.R. GRACE & CO. - CONN	Case Number 01-01179	THIS SPACE IS FOR COURT USE ONLY
<p>NOTE: Do not use this form to assert an Asbestos Personal Injury Claim, a Settled Asbestos Claim or a Zonolite Asbestos Insulation Claim. Those claims will be subject to a separate claims submission process. This form should also not be used to file a claim for an Asbestos Property Damage Claim or Medical Monitoring Claim. A specialized proof of claim form for each of these claims should be filed.</p>		
Name of Creditor (The person or other entity to whom the Debtor owes money or property): The International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, Local Lodge 777	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Dennis F. Jones Segal Stewart Outler Lindsay Jones & Berry, PLLC 1400-B Waterfront Plaza, 325 W. Main Street Louisville, KY 40202		
Account or other number by which creditor identifies Debtor:	<input type="checkbox"/> Check here if this claim is a replacement for a previously filed claim, dated: _____ <input type="checkbox"/> Check here if this claim is a replacement for a previously filed claim, dated: _____	
Corporate Name, Common Name, and/or d/b/a name of specific Debtor against whom the claim is asserted: W.R. GRACE & CO. - CONN d/b/a GRACE PERFORMANCE CHEMICALS		
<p>1. Basis for Claim:</p> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Environmental liability <input type="checkbox"/> Money loaned <input type="checkbox"/> Non-asbestos personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<p><input checked="" type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below)</p> <p>Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) US Department of Labor Retirement Plans 193 and 194</p>		
Labor Agreement effective 5-6-2002		
<p>2. Date debt was incurred: 8-15-2000</p> <p>3. If court judgment, date obtained: _____</p>		
<p>4. Total Amount of Claim at Time Case Filed: \$Not capable of precise calculation because all records are in possession of the debtor.</p> <p>If all or part of your claim is secured or entitled to priority, also complete Item 5 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		
<p>5. Classification of Claim. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.</p> <p><input type="checkbox"/> SECURED CLAIM (check this box if your claim is secured by collateral, including a right of setoff) Brief Description of Collateral: _____ <input type="checkbox"/> Real Estate <input type="checkbox"/> Other (Describe briefly) _____</p> <p>Amount of mortgage and other charges at time case filed included in secured claim above, if any: \$ _____ Attach evidence of perfection of security interest.</p> <p><input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.</p> <p><input checked="" type="checkbox"/> UNSECURED PRIORITY CLAIM - Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p>		
<p>6. Creditors: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>8. Acknowledgement: Upon receipt and processing of this Proof of Claim, you will receive an acknowledgement card indicating the date of filing and your unique claim number. If you want a file stamped copy of the Proof of Claim form itself, enclose a self-addressed envelope and copy of this proof of claim form.</p>		
<p>Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):</p> <p>3-20-03 Dennis F. Jones, Atty at law Dennis F. Jones</p>		<p>This Space is for Court Use Only</p> <p>WR Grace BF.25.98.4856 SR=422 00005698</p>

REC'D MAR 24 2003

RETIREMENT PLAN

As of August 16, 2000, eligible employees shall be covered by the retirement programs identified herein, including the W. R. Grace & Co. Hourly Retirement Plan ("New Retirement Plan") which is incorporated by reference into this Agreement together with the following basic retirement benefit: Thirty-four dollars (\$34.00) per month per year of credited service.

- (i) For benefit calculation purposes, employees who are entitled to a benefit under the Pre-93 Retirement Plan (as defined herein) as of August 16, 2000, but who are not, as of August 15, 2000, actually receiving retirement benefits from the defined benefit retirement plan sponsored by the Company in 1992 for Owensboro Plant employees represented by the Union (the "Pre-93 Retirement Plan"), the benefit provisions of the Pre-93 Retirement Plan shall be amended to increase the monthly retirement benefit (paid as a straight life annuity) from \$23.00 for each year of service, to \$34.00 for each year of service. Each such employee shall be entitled to such benefits as of his or her retirement date (within the meaning of the Pre-93 Retirement Plan). This provision shall not apply to employees who are receiving retirement benefits from the Pre-93 Retirement Plan as of August 15, 2000, nor shall this provision apply to any former employee of the Owensboro Plant, whose employment terminated prior to August 16, 2000, whether or not such former employee is currently receiving benefits under the Pre-93 Retirement Plan. In no event shall service after December 29, 1992 be counted for benefit calculation purposes under the Pre-93 Retirement Plan.
- (ii) For benefit calculation purposes with respect to the New Retirement Plan, employees will be entitled to \$34.00 per month per year of service at the Owensboro Plant from the most recent date of hire with the Company on or after August 16, 2000. In no event shall service prior to August 16, 2000 be counted for benefit calculation purposes under the New Retirement Plan.
- (iii) For eligibility to participate in the Company retiree life insurance program and the Company retiree medical plan (the full cost of which will be borne by the employee), and for eligibility and vesting purposes under any defined benefit retirement plan the terms "service" or "seniority" shall be defined as follows:

Length of continuous service at the Owensboro Plant, including service with any predecessor employer prior to August 16, 2000, and service with the Company on or after that date.

As required by law, employees will not be allowed to receive Company retirement benefits from any defined benefit retirement plan while working for the Company, unless they were receiving such retirement benefits as of August 15, 2000.

- (iv) For current employees who are not receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates, increase the monthly benefit for all Grace service under the Pre-'93 Grace Retirement Plan (if applicable) and under the New Retirement Plan as follows:
 - Effective 5-6-02: Increase by \$2.00
 - Effective 5-6-03: Increase by \$2.00
 - Effective 5-6-04: Increase by \$2.00
- (v) For current employees who are receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates increase the monthly benefit for Grace service under the New Retirement Plan as follows:
 - Effective 5-6-02: Increase by \$2.00
 - Effective 5-6-03: Increase by \$2.00
 - Effective 5-6-04: Increase by \$2.00

The Company expressly reserves the right to amend, modify or terminate the terms of any post-retirement health and life insurance benefits at any time and to interpret the provisions of those benefits with respect to its employees, provided that such amendment, modification, termination or interpretation applies to all similarly situated employees of W. R. Grace & Co.

GRACE

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Introduction

This booklet describes the main features of the retirement plan as of August 15, 2000. Please note that this summary plan description only applies to eligible employees who were employed by the Grace Owensboro Plant and were participants in this pension plan before December, 1992.

Please review the information in the following pages; it's in your interest to know how the plan works. Contact your benefits administrator if you have any questions. The plan's official documents, however, govern all questions related to the plan.

Important! If you were a participant in this retirement plan, which was in effect before December, 1992, and are currently an eligible employee working at the Grace Owensboro Plant, you should know the following:

- ☐ If you were receiving benefits as of August 15, 2000 under this retirement plan as it was in effect before December, 1992, you'll continue to receive payment of this same retirement benefit, and the amount of your benefit from this plan won't change. In your case, however, you may earn additional retirement benefits under the retirement plan that applies to post-August 15, 2000 participation (see the booklet for that plan for details on how you may earn benefits under that plan).
- ☐ If you weren't receiving benefits as of August 15, 2000 under this retirement plan as it was in effect before December, 1992, your retirement benefit under this plan will go up to \$34 for each year of your credited service earned under this plan before December, 1992 (no service is earned under this plan after that time), but you won't be able to start receiving payments from this plan while you're working for Grace. In your case as well, however, you may earn additional retirement benefits under the plan that applies to post-August 15, 2000 participation (see the booklet for that plan for details on how you may earn benefits under that plan).

Therefore, you may receive retirement benefits from two plans — this plan and the plan that applies to post-August 15, 2000 participation.

Eligibility and Participation

Who's Eligible?

If you weren't a participant in the plan as of December 29, 1992, you may not become a participant in the plan at any time after that date.

In addition, you won't earn any benefits for service with any employer (including service with the Company) after December, 1992.

Contact your benefits administrator if you have any questions about participation.

Cost

The Company pays the full cost of the plan; you pay nothing. Company contributions to support the plan are based on the advice of independent actuaries.

Company contributions are deposited in a trust fund that has been set up for the sole benefit of participants and their beneficiaries and to pay certain expenses related to the administration of the plan.

How the Plan Works

The main purpose of the plan is to provide you with a regular source of income when your working years are over. Benefits are based on your credited service.

Credited Service

As a participant you earned a month of credited service for each month in which you had at least one hour of service before December 29, 1992. Credited service also included:

- ☐ periods of temporary disability during which you received workers' compensation benefits, but in no event after your employment ended
- ☐ approved absences for *full-time* union business
- ☐ periods in which you were temporarily transferred to a Grace facility that wasn't covered by this plan, if you weren't covered by a retirement plan of that facility

Credited service, however, *doesn't* include periods in which you waived participation or were ineligible for the plan; approved leaves of absence for any reason other than temporary disability, military service or full-time union business; layoffs (unless specified above); and, a permanent transfer to a Grace facility or employment status not covered by this plan; employment before April 1, 1971 when you were eligible for a prior plan but didn't make the required contributions; and, employment during any period before January 1, 1988 during which you were age 70 or older. In addition, credited service doesn't include any service with any employer, including Grace, or any period, after December 29, 1992.

Hour of Service

An hour of service is the basic unit for measuring service. It includes each hour the Company directly or indirectly paid you (before December 29, 1992) for:

- ☐ your work
- ☐ vacation, holidays, layoff, jury duty, military duty, sick leave, or approved leave of absence, up to a maximum of 501 hours for any period you aren't working, or periods of illness or incapacity (including disability) of up to six months
- ☐ back pay awarded or agreed to by the Company.

In addition, you may receive hours of service for employment while you're employed by the Company but are ineligible for this plan or while you're employed by any other Grace facility not covered by this plan. In either case, these hours will count for vesting but not for credited service.

The Retirement Formula

You'll receive the following benefit from this plan if:

- ☐ you were a participant in the plan before December 29, 1992,
- ☐ you were an employee of the Company on August 15, 2000, and
- ☐ you weren't receiving benefits under this plan as of August 15, 2000.

If you meet these requirements, your monthly retirement benefit will equal $\$34 \times$ your credited service if your employment ends or you qualify as disabled on or after August 15, 2000,

The benefit produced under the plan's formula assumes that payments are made under the life annuity payment method and that payments start at 62 or later. Your benefit will be less if payments are made under a method other than a life annuity or if they start before age 62.

Important! If you were receiving retirement plan benefits as of August 15, 2000, you'll continue to receive benefits under the formula and other terms of the plan in effect as of the date your benefit was determined. In addition, you won't receive the benefit described on page 4.

Social Security Benefits

Your Social Security retirement benefit is in addition to your benefit from the retirement plan. In addition, your spouse may be eligible for retirement benefits from Social Security.

Social Security benefits also may be paid to you and eligible members of your family if you're disabled or if you die. And when you reach age 65, you may be eligible for health care coverage under Social Security's Medicare program.

The cost of Social Security coverage is shared by employees and employers.

Remember that Social Security benefits are not paid automatically. You must apply for them in all cases. For more information, contact your local Social Security office. And to make sure your payments start when you want, contact the Social Security office to find out how far in advance you should apply.

Maximum Benefit

Federal law limits the maximum annual benefit anyone may receive from a plan like this one. In general, these limits affect only very highly-paid employees. If you're affected, your annual benefit may be reduced. In this event, you'll be given a full explanation of why and how the reduction is made.

Retirement

The plan has two kinds of retirement: normal and early.

Normal Retirement

Normal retirement occurs on the first of any month on or after the date you reach age 65 and after the date your employment ends.

Payments under the plan start as of normal retirement.

Keep in mind that you may continue working for us past age 65 and you'll continue to earn credited service. Your benefit when you retire will reflect the benefit level in effect at that time. Contact your benefits administrator for more information.

Early Retirement

If you want to stop working at a younger age, you may apply for early retirement on the first of any month on or after your 55th birthday. You have an important decision if you retire early: whether to start payments right away or to delay them to a later date. Your benefit is reduced if payments start before age 62, to reflect your younger age when payments start and the likelihood that you'll receive more payments.

The reduction equals $\frac{1}{3}$ percent (.0033) for each month (4 percent for each year) payments start before age 62. For example, if payments start at age 60 (two years before age 62), your benefit would be reduced by 8 percent (4 percent x two years).

If you delay the start of payments until age 62, you'll receive your full benefit. That is, no reduction will be made to the benefit you earned at early retirement. And, if you delay payments, you may change your mind at any time and elect to start payments on a date before normal retirement.

A special rule applies to female employees who became participants under the prior plan on or after January 1, 1948 and before January 1, 1963—benefits for service earned before January 1, 1963 will be determined as if normal retirement occurred on the first of the month on or after reaching age 60.

If You Made Contributions

If you made contributions to the plan before April 1, 1971, you have choices concerning this money when you retire. See page 20 for more information.

If You Work Past Age 70½

If your employment with the Company ends before age 70½, payment of your benefit must start no later than the April 1st after the year in which you either retire or reach age 70½, whichever is later.

If you continue to be employed by the Company past age 70, you may elect to begin receiving your benefit on the April 1st after the year in which you reach age 70½. This decision is up to you.

Please contact your benefits administrator if you would like to receive your benefits after age 70½ while you're still actively employed by the Company.

If you do not elect, as an active employee, to begin receiving payments after age 70½, payments must start by the April 1st after the year in which your employment ends.

How Benefits Are Paid

You must tell us which payment method you want by returning an election form to your benefits administrator.

Normal Payment Methods

If you're **single** when your payments are scheduled to start, your normal method is a **life annuity**. It provides you with monthly payments for life, but payments stop upon your death and don't continue to anyone else. Payments are greatest under this method because only one lifetime is covered—yours.

If you're **married** when your payments are scheduled to start, your normal method is a **50 percent joint and survivor annuity**. It provides you with reduced monthly payments for life. When you die, your spouse will receive one-half of your monthly payments for life. Payments are reduced to cover two lifetimes—yours and your spouse's.

You'll receive written material about this and optional methods before you're eligible to retire, which includes specific information on how these methods compare in your case.

Options

You may elect an option if you don't want payments made under your normal method. The payment options include:

- ☐ **Joint and Survivor Annuity.** This option provides you with reduced monthly payments for life and, upon your death, your spouse with monthly payments for life. Your spouse will receive either 100, 75, 66⅔, or 50 percent of your monthly payments, as you elect. Payments under this option are reduced to cover two lifetimes—yours and your spouse's.
- ☐ **Life Annuity.** This option is the same as the normal method for single participants and is available as an option to married participants. But remember, payments stop when you die and don't continue to anyone else.

- ☐ **Ten-Year Certain and Life Annuity.** This option provides you with reduced monthly payments for life, with payments guaranteed for at least 10 years. If you die before all guaranteed payments are made, your spouse or beneficiary will receive the remaining guaranteed payments; payments to your spouse or beneficiary will stop after the last guaranteed payment is made. But, if you die after all guaranteed payments are made, no payments continue upon your death. Payments under this option are reduced to provide the guarantee they will be made for at least 10 years.

If you die and your spouse or beneficiary dies before all guaranteed payments are made, the value of the remaining guaranteed payments will be paid to your spouse's or beneficiary's estate in a lump sum. But, if your spouse or beneficiary doesn't survive you, the value of any guaranteed payments remaining at your death will be paid to your estate in a lump sum.

- ☐ **Level Income.** This option is for employees who retire before age 62 and receive plan benefits before Social Security payments begin. You'll receive greater monthly payments from the plan before age 62 and reduced payments from the plan after age 62. This option helps provide about the same monthly retirement income before and after Social Security payments begin. Payments stop when you die and don't continue to anyone else.

A special rule applies if you elect the level income option and the total value of your remaining benefit when you reach age 62 is \$5,000 or less. In this event, you may elect to receive the full value of your remaining benefit in a single, lump-sum payment. Of course, if you elect the lump sum, no further benefits would be payable to you. In addition, if you're married, your spouse must consent in writing in the presence of a plan administrator or notary public to elect a lump sum. Contact your benefits administrator for more information.

Electing an Option

If you're **single** when payments are scheduled to start, you may elect any option *except a joint and survivor annuity*.

If you're **married** when payments are scheduled to start, the *only* option you may elect is a joint and survivor annuity, with your spouse as beneficiary, unless your spouse consents in writing to elect a different option in the presence of a notary public or a plan administrator. If payments are made under a joint and survivor annuity, you must provide proof of your age and your spouse's age and proof of your marriage.

The election of an option takes effect on the date your payments are scheduled to start. You may elect or change an option any time within 90 days after you receive notification from the Administrative Committee of the payment methods available to you under the plan or before the date your benefit payments are scheduled to start, whichever is later.

Generally, you may **not** change a beneficiary or payment method **after** the date payments are scheduled to start. Under a 10-year certain and life annuity, however, you may name a new beneficiary at any time if you're single (if married, your spouse automatically is your beneficiary unless he or she agrees to another beneficiary in writing in the presence of a notary public or plan administrator). Contact your benefits administrator if you have any questions on electing an option.

When to Apply

Because it may take up to 90 days after all necessary documents have been received before payments will start, you should apply for benefits well in advance. Contact your benefits administrator for details.

Divorced or Separated Participants

If you're divorced or legally separated, your benefit at the time of the divorce or legal separation may be subject to the terms of any qualified domestic relations order. Contact your benefits administrator for details on how a qualified domestic relations order may affect your retirement benefit.

Payment of Small Benefits

If the total, lump-sum value of the benefit payable to you or your beneficiary doesn't exceed \$5,000, it will be paid to you or your beneficiary in a single, lump sum; your spouse's consent to receive a lump sum, however, may be required in certain cases. Contact your benefits administrator for details.

Disability Benefits

You Must Qualify

You'll qualify as disabled under the plan if:

- ☐ you're totally and permanently unable to perform any occupation or job for pay or profit because of a physical or mental illness or injury for at least six months in a row, and
- ☐ a doctor selected by the Company finds that your disability is expected to last for the rest of your life.

To confirm that you qualify, the Administrative Committee may, at any reasonable time, ask you to be examined by one or more doctors approved by the Committee. After the first year of disability, not more than one examination may be required every 12 months.

In addition, you'll be required to provide the following:

- ☐ authorization to confirm your status with Social Security,
- ☐ a reimbursement agreement (in the event you're awarded Social Security disability benefits), and
- ☐ a copy of any award or denial you receive from Social Security.

You won't qualify as disabled, however, if your disability is related to:

- ☐ your involvement in a crime
- ☐ habitual drunkenness or addiction to narcotics
- ☐ intentionally self-inflicted injury or illness
- ☐ military service.

What You'll Receive

If you qualify as disabled, you'll receive disability payments from the plan if you've completed at least 10 years of credited service and you're at least age 40 but under age 65. In this event, your disability benefit will be based on the plan's formula and your credited service at the time of your disability. **Important!** When figuring disability benefits, your credited service includes the credited service you have at the time you stopped working because of disability and the credited service you would have earned if your participation had continued from the date of your disability until your normal retirement date.

Disability payments aren't reduced like early retirement payments, regardless of your age when payments begin.

Disability payments will be made until the earliest of:

- ☐ the date your disability end,
- ☐ the date you die,
- ☐ the date you refuse to submit to a medical examination required by the Administrative Committee,
- ☐ your normal retirement date or the date on which you choose early retirement.

If your disability ends and you return to work for the Company and resume your participation in the plan, any future benefits you receive will be figured as of the date your employment ends. If you don't return to work for us, any additional plan benefits to which you're entitled will be based on the terms of the plan and your credited service as of the date your disability benefits began.

You won't qualify for disability payments, however, if your disability is related to:

- ☐ your involvement in a crime,
- ☐ habitual drunkenness or addiction to narcotics,
- ☐ intentional self-inflicted injury or illness, or
- ☐ military service for which you receive a military pension or disability payments from the government.

If You Don't Qualify

If you don't qualify for disability payments and you're unable to keep working, you may qualify for other benefits. If you're age 55 or older, you'll qualify for early or normal retirement benefits. If you're under age 55 and are vested, you may begin receiving vested payments as early as age 55.

Retirement Payments

You may elect to retire while disabled anytime after you reach age 55. Age 65 is the latest you may retire. Your retirement benefit will be based on your credited service and the benefit amount used to calculate your disability benefit.

When considering when to start retirement payments you should keep in mind that:

- ☐ disability payments stop when retirement payments start
- ☐ disability payments aren't reduced like early retirement payments.

Survivor Benefits

Although the plan is set up to provide retirement income, another important feature is its survivor protection.

Coverage Before Retirement Payments Start

If you die before your retirement payments are scheduled to start, your spouse will receive monthly payments for life if you and your spouse had been married at least one year and you were vested at the time of your death.

This survivor coverage for your spouse is provided automatically under a 50 percent joint and survivor annuity. If you qualified for survivor coverage, your spouse will receive the survivor portion of the joint and survivor annuity that's based on:

- ☐ The credited service and the terms of the plan in effect as of the date you died or the date your employment ended, whichever is earlier.
- ☐ The early retirement reduction that applies based on your age at the time of your death or at age 55, whichever is later, if you were under age 62 at the time of your death.
- ☐ The joint and survivor annuity reduction factor that applies based on your age and your spouse's age as of the later of the date of your death or your 55th birthday.
- ☐ The survivor benefit payable under a 50 percent joint and survivor annuity, starting on the first of the month on or after your death or the date you would have reached age 55 (if you were under age 55 at the time of your death).

Coverage After Retirement Payments Start

If you die on or after the date your retirement payments are scheduled to start, any survivor benefits that are payable will be made as provided under the payment method in effect.

Refund of Contributions

If no other survivor benefits are payable upon your death, your spouse or other beneficiary may receive a refund of the unpaid value of your contributions (page 20).

Vesting

What Vesting Means

When you're "vested," it means that you're entitled to a benefit from the plan.

The benefit provisions described in this booklet apply to participants who were vested in the benefits they earned under the plan as of December 29, 1992.

If Your Employment Ends

If you're vested when your employment ends, you're entitled to a benefit based on the terms of the plan and your credited service as of the date your employment ends. If you're under age 65 when your employment ends, benefits from the plan may start as early as age 55 and no later than age 65. If you're age 65 or older when your employment ends, benefits will start as of the first of the month on or after the date your employment ends. If you wait until age 62, you'll receive your full vested benefit. Otherwise, if payments start before age 62, your benefit will be reduced the same as an early retirement benefit.

If you aren't vested when your employment ends, you'll lose any benefit you've earned. This is called a forfeiture.

When to Apply

Vested payments aren't automatic. You must advise us of when you want payments to start by applying on a form you may get from your benefits administrator. You should apply at least three months in advance to make sure payments start when you want.

If You Are Rehired

Participation

You'll become a participant when you're rehired if you're eligible for the plan at that time.

Restoring Prior Service

The vesting and credited service you had when your employment ended will be restored if you were *vested* when your employment ended or if you're rehired before a break in service has lasted five consecutive calendar years. In this event, this service will be restored on:

- ☐ the date you're rehired if you didn't have a break in service that lasted at least one year, or
- ☐ the date after you complete a year of service (1,000 hours of service either during the 12-month period after rehire or during any calendar year after rehire), if your break in service lasted more than one year.

A **break in service** occurs when your employment ends for a reason other than retirement, disability (if you qualify under the plan), or death, and you don't have more than 500 hours of service in a calendar year.

To determine only whether or not you have incurred a break in service, if you're absent from work because of pregnancy, childbirth, adoption, or related child care, you'll receive hours of service—up to a maximum of 501 hours—if you otherwise would incur a break in service in either the calendar year in which your absence starts or in the following year. These hours of service won't count for determining either vesting or credited service.

If you received a lump-sum payment of your benefit when your employment ended, you may restore the prior credited service related to that lump-sum payment. To do so, you must repay the lump sum and interest from the date you received the lump sum until the date you repay this amount. Repayment must be made within five years after you're rehired.

Contact your benefits administrator for more information on whether or not you may restore prior benefits and credited service by repaying contributions or a lump-sum payment you've received.

These rules for restoring vesting and credited service apply only if your employment ends on or after January 1, 1976 and you're rehired on or after January 1, 1985. Contact your benefits administrator for details on the rules that apply if your employment ended or you were rehired on different dates.

If Payments Have Started

If you were receiving benefits under this plan as of August 15, 2000 and are reemployed by the Company as of August 15, 2000, you'll continue receiving payment of your benefit even though you're reemployed by the Company.

In all other situations, retirement payments will stop if you're rehired as an eligible employee and you're paid for at least 40 hours during any month (or payroll period, if that payroll period is four or five weeks).

Retirement payments will resume after your employment ends.

Participant Contributions

Before April 1, 1971, participants made contributions to the plan. Since that date the Company has paid the full cost of the plan—participants don't pay anything. Your contributions, if any, have remained in the plan and have earned interest.

If you're vested when your employment ends, you have these choices concerning your contributions and interest:

- ☐ You may leave your contributions and interest in the plan and receive an unreduced benefit when payments start.
- ☐ You may withdraw your contributions and interest and receive a reduced benefit when payments start. Remember, your contributions make up part of your total benefit; when you withdraw this money your retirement benefit is reduced to reflect the benefit your contributions would have otherwise provided.

You may withdraw your contributions when your employment ends or any time before your payments are scheduled to start. In this event, your benefit payments will not begin before the first day of the second month after your employment ends.

If you aren't vested when your employment ends, your contributions are paid to you automatically as of the first of the month in which your employment ends. If you prefer, however, you may elect to leave this money in the plan until age 65 and receive payments based on the benefit that your contributions provide. If you choose to leave this money in the plan, you may elect to withdraw it any time before age 65.

If you die and no other survivor benefits are payable, any unpaid contributions and interest will be paid to your spouse or beneficiary. Keep in mind that if you're married, your spouse automatically is your beneficiary unless your spouse consents in writing to name another beneficiary in the presence of a notary public or a plan administrator. If your beneficiary doesn't survive you, any unpaid portion of your contributions and interest will be paid to your estate.

When Benefits Are Not Paid

Benefits under the retirement plan aren't paid to you or your beneficiary if:

- ☐ your employment ends before you are vested, or
- ☐ you die and didn't qualify for survivor protection.

In addition, benefits may not be paid to you or your beneficiary if you or your beneficiary can't be contacted because we don't have a current address.

Claims for Benefits

What to Do

Generally, you or your beneficiary will be notified whenever a benefit becomes payable. You'll be asked to provide certain information, such as proof of birth for you and your spouse and proof of marriage. Payments may be delayed until this information is provided.

If you believe that you're entitled to a benefit and haven't been notified that one is payable, or if you disagree with the amount of the benefit that's payable, you may file a written claim with the plan administrator, which is the Administrative Committee of the W. R. Grace & Co. Benefit Plans. The Administrative Committee has full and exclusive authority to interpret all plan provisions and to decide all claims for benefits.

A decision on a claim will be made by the Administrative Committee as soon as possible, but no later than 90 days after a claim is filed, or 180 days in special cases. If a decision on a claim can't be made within 90 days, you'll be notified in writing before the end of this 90-day period of the special circumstances that require an extended period of consideration of your claim and the approximate date as of which the Administrative Committee expects to reach a decision on your claim.

If a Claim Is Denied

If a claim is denied, in whole or in part, you or your beneficiary will receive a written notice from the Administrative Committee explaining why and on which plan provisions the claim has been denied. The notice will also explain how to file an appeal. An appeal must be made within 60 days after a denial by writing to the Administrative Committee. You or your beneficiary also may choose to name a representative to handle your appeal.

You or your beneficiary will be told if any additional information is needed to make a claim acceptable. All material related to a claim, such as the plan's official documents, may be examined by you or your beneficiary. Copies of any materials or records that support the claim should be sent with the appeal.

A decision on an appeal usually will be made within 60 days of when it's received, or 120 days in special cases. If a decision on an appeal can't be made within 60 days, you'll be notified in writing before the end of this 60-day period of the special circumstances that require an extended period of consideration of your appeal. The Administrative Committee's decision on an appeal is final. If you or your beneficiary has filed a claim for benefits which has been denied on appeal by the Administrative Committee and you or your beneficiary believes the claim has been improperly denied, in whole or in part, you or your beneficiary has certain rights. See page 29 for details.

Other Information

The following pages describe other information you should know about the plan and your rights.

Plan Sponsor

The sponsor is W. R. Grace & Co.—Conn., 7500 Grace Drive, Building One, Columbia, MD 21044.

Plan Administrator

The plan administrator is the Administrative Committee of the W. R. Grace & Co. Retirement Plans, W. R. Grace & Co., 7500 Grace Drive, Building One, Columbia, MD 21044, (410) 531-4000. The Administrative Committee is responsible for the management and operation of the plan and has exclusive authority to interpret the plan and decide all claims for benefits filed under the plan (although the Committee may delegate portions of that authority to others).

Trustee

All contributions to support this plan go into a trust fund held by The Northern Trust Company, 50 South LaSalle Street, Chicago, IL 60675.

Plan Year

Plan records are kept on a plan-year basis, which is the same as a calendar year (January 1st to December 31st).

Plan Identification

The official name of the plan is the *W. R. Grace & Co.—Conn. Retirement Plan for Union Employees of Subsidiary Corporations*, which is a plan comprised of several former Grace Plans. The name of the immediate prior plan was the *W. R. Grace & Co. — Conn. Retirement Plan for Hourly Employees of Owensboro Plant*. The original name of the plan was *The Dewey and Almy Chemical Company Retirement Annuity Plan*. The Internal Revenue Service identifies the Company by the number 13-5114230, and the Department of Labor identifies the plan by the number 194. The plan is classified as a "defined-benefit" plan.

If You Can't Receive Payments

If the Company determines that you or a beneficiary isn't able to receive payments—for example, if you're physically or mentally disabled—it may have payments made to the person or institution who is responsible for you or your beneficiary.

Legal Service

If there's a need to take legal action under the plan, legal process may be served on the General Counsel, W. R. Grace & Co., 7500 Grace Drive, Building One, Columbia, MD 21044. Legal process also may be served on the plan administrator or trustee.

Plan Documents

This booklet describes the main features of the plan as of August 1, 2000. It's written in everyday terms and avoids technical terms wherever possible. You should know that the plan also has official documents; this booklet isn't an official document. The official documents—not this booklet—must be used to resolve any question about benefits from the plan. You may review the official documents by contacting your benefits administrator. You may obtain copies of these documents by writing to the plan administrator. A reasonable charge may be made for copying these materials.

Rights to Benefits

Generally, your benefit from the plan may not be assigned, sold, transferred, or pledged to a creditor or anyone else. But benefits may be subject to the terms of any qualified domestic relations order resulting from divorce or separation from your spouse.

The Plan's Future

The Company, by action of its Board of Directors or the Investment and Benefits Committee, reserves the right to change, suspend, or end the plan at any time, for whatever reason it finds appropriate. Amendment or termination of the plan is a Company decision, and not a "fiduciary" function. But, of course, certain changes to the Plan would be subject to bargaining between the Company and the appropriate union, before those changes could be implemented. You may not rely on any statement or the absence of any statement by an employee or officer of the Company or any fiduciary regarding proposed changes before the official adoption of such change by the Board or that Committee.

If the plan should end, the money in the trust fund will be used only for the benefit of participants and beneficiaries, to the extent necessary to provide those benefits.

In the event of a complete plan termination, all participants will become fully vested in their retirement benefits, to the extent funded. In the event of a partial termination, all participants affected by the partial termination will become fully vested in the benefits they have earned.

Moreover, in the event of a complete plan termination, the assets held in the plan's trust fund will be used to fund the retirement benefits of each plan participant, former participant, and beneficiary, as follows:

- ☐ first, to fund benefits provided by employee contributions
- ☐ second, to fund certain benefits already being paid
- ☐ third, to fund benefits to the limit insured by the Pension Benefit Guaranty Corporation (see the following explanation of "Benefit Insurance")
- ☐ fourth, to fund all other vested benefits, except those that become vested solely because the plan ended
- ☐ fifth, to fund any other benefits earned under the plan.

If the retirement plan is completely terminated, benefits generally will be provided under a group annuity contract bought from an insurance company with plan assets. Any plan assets that remain after all plan benefits have been provided for will be returned to the Company.

Benefit Insurance

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan ends without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- ☐ normal and early retirement benefits,
- ☐ disability benefits if you become disabled before the plan ends, and
- ☐ certain benefits for your survivors.

The PBGC guarantee generally doesn't cover:

- ☐ benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates,
- ☐ some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan ends,
- ☐ benefits that are not vested because you haven't worked long enough for the Company,
- ☐ benefits for which you haven't met all of the requirements at the time the plan ends,
- ☐ certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age, and
- ☐ non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits aren't guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available on the PBGC's website on the Internet at <http://www.pbgc.gov>.

Your Rights

As a participant or beneficiary of the W. R. Grace & Co.—Conn. Retirement Plan for Hourly Employees of Owensboro Plant, you're entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants will be entitled to:

- ☐ Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor.
- ☐ Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- ☐ Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- ☐ Obtain a statement telling you whether or not you have a right to receive a retirement plan benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now.

If you don't have a right to a retirement plan benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and isn't required to be given more than once every 12 months. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement plan benefit or exercising your rights under ERISA.

If your claim for a retirement plan benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request materials from the plan and don't receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

GRACE

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Eligibility and Participation

Who's Eligible?

As an hourly employee, you're eligible for this plan if you work for the *Owensboro Plant* of Grace Performance Chemicals.

When Participation Starts

You'll become a participant on your first day of work as an eligible employee on or after August 16, 2000.

Although participation is automatic if you're eligible, you may be asked to provide any information needed to run the plan. If you want, you may choose not to become a participant. And you may end your participation at any time. In either case, you should know that:

- ☐ you won't earn any benefits for the time you're not a participant, and
- ☐ you may become a participant on the first of any month after you apply, if you're eligible.

Also, you won't earn any benefits for service with any employer (including service with the Company) before August 16, 2000.

Contact your benefits administrator if you have any questions about participation.

Cost

The Company pays the full cost of the plan; you pay nothing. Company contributions to support the plan are based on the advice of independent actuaries.

Company contributions are deposited in a trust fund that has been set up for the sole benefit of participants and their beneficiaries and to pay certain expenses related to the administration of the plan.

Hour of Service

An hour of service is the basic unit for measuring service. It includes each hour the Company directly or indirectly pays you (after August 15, 2000) for:

- ☐ your work
- ☐ vacation, holidays, layoff, jury duty, military duty, sick leave, or approved leave of absence, up to a maximum of 501 hours for any period you aren't working, or periods of illness or incapacity (including disability) of up to six months .
- ☐ back pay awarded or agreed to by the Company.

In addition, you may receive hours of service for employment while you're employed by the Company but are ineligible for this plan or while you're employed by any other Grace facility not covered by this plan. In either case, these hours will count for vesting but not for credited service.

The Retirement Formula

Your monthly retirement benefit reflects your credited service and the date your employment ends or the date you qualify as disabled.

Date Your Employment Ends or Date You Qualify as Disabled	Your Monthly Retirement Benefit Equals
August 15, 2000 or later	\$34 x your credited service

The benefit produced under the plan's formula assumes that payments are made under the life annuity payment method and that payments start at 62 or later. Your benefit will be less if payments are made under a method other than a life annuity or if they start before age 62.

Retirement

When is the best time to retire? It's a decision only you can make. But you have flexibility—the plan has two kinds of retirement: normal and early.

Normal Retirement

Normal retirement occurs on the first of any month on or after the date you reach age 65 and after the date your employment ends.

Payments under the plan start as of normal retirement.

Keep in mind that you may continue working for us past age 65 and you'll continue to earn credited service. Your benefit when you retire will reflect the benefit level in effect at that time. Contact your benefits administrator for more information.

Early Retirement

If you want to stop working at a younger age, you may apply for early retirement on the first of any month on or after your 55th birthday. You have an important decision if you retire early: whether to start payments right away or to delay them to a later date. To reflect the likelihood that you'll receive more payments, your benefit will be reduced by 2 percent for each year—1/6 percent (.0017) for each month—payments start before age 62. That is, if payments start at age 60, the reduction would equal 4 percent (2 percent \times 2 years).

If You Work Past Age 70½

If your employment with the Company ends before age 70½, payment of your benefit must start no later than the April 1st after the year in which you either retire or reach age 70½, whichever is later.

How Benefits Are Paid

You must tell us which payment method you want by returning an election form to your benefits administrator.

Normal Payment Methods

If you're **single** when your payments are scheduled to start, your normal method is a **life annuity**. It provides you with monthly payments for life, but payments stop upon your death and don't continue to anyone else. Payments are greatest under this method because only one lifetime is covered—yours.

If you're **married** when your payments are scheduled to start, your normal method is a **50 percent joint and survivor annuity**. It provides you with reduced monthly payments for life. When you die, your spouse will receive one-half of your monthly payments for life. Payments are reduced to cover two lifetimes—yours and your spouse's.

You'll receive written material about this and optional methods before you're eligible to retire, which includes specific information on how these methods compare in your case.

Options

You may elect an option if you don't want payments made under your normal method. The payment options include:

- ☐ **Joint and Survivor Annuity.** This option provides you with reduced monthly payments for life and, upon your death, your spouse with monthly payments for life. Your spouse will receive either 100, 75, 66⅔, or 50 percent of your monthly payments, as you elect. Payments under this option are reduced to cover two lifetimes—yours and your spouse's.
- ☐ **Life Annuity.** This option is the same as the normal method for single participants and is available as an option to married participants. But remember, payments stop when you die and don't continue to anyone else.

Electing an Option

If you're **single** when payments are scheduled to start, you may elect any option *except a joint and survivor annuity*.

If you're **married** when payments are scheduled to start, the *only* option you may elect is a joint and survivor annuity, with your spouse as beneficiary, unless your spouse consents in writing to elect a different option in the presence of a notary public or a plan administrator. If payments are made under a joint and survivor annuity, you must provide proof of your age and your spouse's age and proof of your marriage.

The election of an option takes effect on the date your payments are scheduled to start. You may elect or change an option any time within 90 days after you receive notification from the Administrative Committee of the payment methods available to you under the plan or before the date your benefit payments are scheduled to start, whichever is later.

Generally, you may **not** change a beneficiary or payment method **after** the date payments are scheduled to start. Under a 10-year certain and life annuity, however, you may name a new beneficiary at any time if you're single (if married, your spouse automatically is your beneficiary unless he or she agrees to another beneficiary in writing in the presence of a notary public or plan administrator). Contact your benefits administrator if you have any questions on electing an option.

When to Apply

Because it may take up to 90 days after all necessary documents have been received before payments will start, you should apply for benefits well in advance. Contact your benefits administrator for details.

Disability Benefits

You Must Qualify

You'll qualify as disabled under the plan if:

- ☐ you're totally and permanently unable to perform any occupation or job for pay or profit because of a physical or mental illness or injury for at least six months in a row, and
- ☐ you have at least 10 years of credited service. For this purpose, only service with the Company after August 15, 2000 counts.

To confirm that you qualify, the Administrative Committee may, at any reasonable time, ask you to be examined by one or more doctors approved by the Committee and the Worker's Compensation Commission where you live. You may choose to have a doctor of your choice review the findings of the doctor approved by the Committee. If the two doctors disagree over whether or not you qualify, a third doctor—acceptable to the Committee and you or your representative—will examine you and make a final decision.

In addition, you'll be required to provide the following:

- ☐ authorization to confirm your status with Social Security,
- ☐ a reimbursement agreement (in the event you're awarded Social Security disability benefits), and
- ☐ a copy of any award or denial you receive from Social Security.

You won't qualify as disabled, however, if your disability is related to:

- ☐ your involvement in a crime
- ☐ habitual drunkenness or addiction to narcotics
- ☐ intentionally self-inflicted injury or illness
- ☐ military service.

If You Don't Qualify

If you don't qualify for disability payments and you're unable to keep working, you may qualify for other benefits. If you're age 55 or older, you'll qualify for early or normal retirement benefits. If you're under age 55 and are vested, you may begin receiving vested payments as early as age 55.

Retirement Payments

You may elect to retire while disabled anytime after you reach age 55. Age 65 is the latest you may retire. Your retirement benefit will be based on your credited service and the benefit amount used to calculate your disability benefit.

When considering when to start retirement payments you should keep in mind that:

- ☐ disability payments stop when retirement payments start
- ☐ disability payments aren't reduced like early retirement payments.

- ☐ The percentage of the benefit payable under the joint and survivor annuity in effect, starting on the later of the first of the month on or after your death or after you would have reached age 55 (if you were under age 55 at the time of your death).

Coverage After Retirement Payments Start

If you die on or after the date your retirement payments are scheduled to start, any survivor benefits that are payable will be made as provided under the payment method in effect.

If You Are Rehired

Participation

You'll become a participant when you're rehired if you're eligible for the plan at that time.

Restoring Prior Service

The vesting and credited service you had when your employment ended will be restored if you were *vested* when your employment ended or if you're rehired before a break in service has lasted five consecutive calendar years. In this event, this service will be restored on:

- ☐ the date you're rehired if you didn't have a break in service that lasted at least one year, or
- ☐ the date after you complete a year of service (1,000 hours of service either during the 12-month period after rehire or during any calendar year after rehire), if your break in service lasted more than one year.

A **break in service** occurs when your employment ends for a reason other than retirement, disability (if you qualify under the plan), or death, and you don't have more than 500 hours of service in a calendar year.

To determine only whether or not you have incurred a break in service, if you're absent from work because of pregnancy, childbirth, adoption, or related child care, you'll receive hours of service—up to a maximum of 501 hours—if you otherwise would incur a break in service in either the calendar year in which your absence starts or in the following year. These hours of service won't count for determining either vesting or credited service.

If you received a lump-sum payment of your benefit when your employment ended, you may restore the prior credited service related to that lump-sum payment. To do so, you must repay the lump sum and interest from the date you received the lump sum until the date you repay this amount. Repayment must be made within five years after you're rehired.

If you *aren't* vested in the benefit provided by Company contributions when your employment ends and the value of your contributions and interest *exceeds* \$5,000, this money may not be paid to you before age 65 in a form other than a life annuity (if you're single) or a 50 percent joint and survivor annuity (if you're married), unless you elect a different payment method, including a lump-sum refund at any time up to age 65. If you're married, your spouse must consent in writing in the presence of a plan administrator or notary public to elect a different payment method. If you don't elect to receive a refund of your contributions and interest, you may elect to receive the benefit provided by your contributions and interest under any of the plan's available payment methods at any time after you reach age 55 and no later than age 65.

Your contributions and interest may never be forfeited under the plan. Therefore, if the full value of your contributions and interest hasn't been paid at the time of your death or the death of your spouse or other beneficiary — and if no other survivor benefits are payable — the remaining value of your contributions and interest will be refunded in a lump sum to:

- ☐ your spouse or other beneficiary, in the event of your death, or
- ☐ the beneficiary named by your spouse, in the event of the death of your spouse.

If there's no beneficiary to receive a refund, the refund will be made to your estate or your spouse's estate.

Keep in mind that if you're married your spouse automatically is your beneficiary to receive any refund of your contributions and interest that's payable. To name another beneficiary, your spouse must consent in writing in the presence of a plan administrator or notary public.

In addition, your spouse may name a beneficiary to receive the unpaid value of your contributions and interest if your spouse should die before receiving the full value of this money.

Benefits Under Prior Company Plans

Keep in mind that no benefits will be earned by anyone under the hourly retirement plan for Owensboro employees that Grace provided before December 1, 1992, when the Owensboro Plant was sold by Grace.

This rule applies whether or not you were an employee of Grace before December 1, 1992, and earned benefits under that plan.

You or your beneficiary will be told if any additional information is needed to make a claim acceptable. All material related to a claim, such as the plan's official documents, may be examined by you or your beneficiary. Copies of any materials or records that support the claim should be sent with the appeal.

A decision on an appeal usually will be made within 60 days of when it's received, or 120 days in special cases. If a decision on an appeal can't be made within 60 days, you'll be notified in writing before the end of this 60-day period of the special circumstances that require an extended period of consideration of your appeal. The Administrative Committee's decision on an appeal is final. If you or your beneficiary has filed a claim for benefits which has been denied on appeal by the Administrative Committee and you or your beneficiary believes the claim has been improperly denied, in whole or in part, you or your beneficiary has certain rights. See page 30 for details.

Plan Identification

The official name of the plan is the *2000 W. R. Grace & Co.—Conn. Retirement Plan for Hourly Employees of Owensboro Plant*. The Internal Revenue Service identifies the Company by the number 13-5114230, and the Department of Labor identifies the plan by the number 193. The plan is classified as a "defined-benefit" plan.

If You Can't Receive Payments

If the Company determines that you or a beneficiary isn't able to receive payments—for example, if you're physically or mentally disabled—it may have payments made to the person or institution who is responsible for you or your beneficiary.

Legal Service

If there's a need to take legal action under the plan, legal process may be served on the General Counsel, W. R. Grace & Co., 7500 Grace Drive, Building One, Columbia, MD 21044. Legal process also may be served on the plan administrator or trustee.

Plan Documents

This booklet describes the main features of the plan as of August 16, 2000. It's written in everyday terms and avoids technical terms wherever possible. You should know that the plan also has official documents; this booklet isn't an official document. The official documents—not this booklet—must be used to resolve any question about benefits from the plan. You may review the official documents by contacting your benefits administrator. You may obtain copies of these documents by writing to the plan administrator. A reasonable charge may be made for copying these materials.

Moreover, in the event of a complete plan termination, the assets held in the plan's trust fund will be used to fund the retirement benefits of each plan participant, former participant, and beneficiary, as follows:

- ☐ first, to fund benefits provided by employee contributions
- ☐ second, to fund certain benefits already being paid
- ☐ third, to fund benefits to the limit insured by the Pension Benefit Guaranty Corporation (see the following explanation of "Benefit Insurance")
- ☐ fourth, to fund all other vested benefits, except those that become vested solely because the plan ended
- ☐ fifth, to fund any other benefits earned under the plan.

If the retirement plan is completely terminated, benefits generally will be provided under a group annuity contract bought from an insurance company with plan assets. Any plan assets that remain after all plan benefits have been provided for will be returned to the Company.

Benefit Insurance

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan ends without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- ☐ normal and early retirement benefits,
- ☐ disability benefits if you become disabled before the plan ends, and
- ☐ certain benefits for your survivors.

Your Rights

As a participant or beneficiary of the W. R. Grace & Co.—Conn. Retirement Plan for Hourly Employees of Curtis Bay Plant, you're entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants will be entitled to:

- ☐ Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor.
- ☐ Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- ☐ Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- ☐ Obtain a statement telling you whether or not you have a right to receive a retirement plan benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now.

If you don't have a right to a retirement plan benefit, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and isn't required to be given more than once every 12 months. The plan must provide the statement free of charge.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

AGREEMENT

**EFFECTIVE
May 6, 2002**

BETWEEN

**W. R. GRACE & CO.-CONN.
GRACE PERFORMANCE CHEMICALS
OWENSBORO, KENTUCKY**

AND

**THE INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS
IRON SHIPBUILDERS, BLACKSMITHS,
FORGERS AND HELPERS
(A.F.L.-C.I.O.)
LOCAL LODGE NO. 727**

(MAY 6, 2002 to MAY 2, 2005)

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AGREEMENT

ten W. R. Grace & Co.-Conn., Grace
nicals with a place of business in Owensboro,
successor or assign, (hereinafter called the
e International Brotherhood of Boilermakers,
s, Blacksmiths, Forgers and Helpers, and its
(hereinafter together called the Union).

SCOPE AND CONDITIONS

ment contains all the conditions agreed upon
ve between the Company and the Union. It
all previous Agreements, collectively or indi-
etween the Company and the Union. No agent
ntative of either party has the authority to alter
it. No modifications shall be made, except by
nsent of the parties in writing, nor shall either
obligated to discuss or negotiate changes in or
to its terms.

er of any breach of condition of the Agreement
the Company or the Union shall not constitute a
t for any further breach or condition.

of this Agreement which is or may become in
of, or in conflict with the laws of the United
of the Commonwealth of Kentucky, shall be null
and shall be made to conform to such laws with-
ling any other part. Masculine pronouns used
hall refer to men and women or both and nouns
ouns when stated in the singular shall include the
nd when stated in the plural shall include the sin-
herever appropriate.

DEFINITION OF EMPLOYEE

ms "employee" or "employees" refer only to an
ee or employees of the Company's Owensboro
or whom the Union is exclusive bargaining agent.

PROBATIONARY EMPLOYEE

- (5) The term "probationary employee" refers only to a pro-
duction employee or maintenance employee who has not
completed sixty (60) calendar days since the date of his
most recent hiring. A probationary employee may be laid
off or discharged by the Company, and such layoff or dis-
charge shall not be the subject of any claim or grievance
against the Company.
- (6) The probationary period that an employee has served shall
be cumulative if said employee is rehired within six (6)
months or less.
- (7) If a former employee is rehired after having once been an
employee for a period of at least one (1) year and then hav-
ing terminated his employment not more than two (2) years
before the date of being rehired, he shall be a probationary
employee only until he has completed at least thirty(30)
calendar days of work since the date of being rehired.

RECOGNITION

- (8) The Company recognizes the Union as the sole and exclu-
sive bargaining agent for all production and maintenance
employees of the Company at its Owensboro, Kentucky
plant, with respect to wages, rates of pay, hours of pay,
hours of work and other conditions of employment except
and excluding all office employees and plant clerical
employees, professional employees, salesmen, sales engi-
neers, sales servicemen, draftsmen, chemists, executives,
foremen, guards, and all supervisors as defined in the
Labor Management Relations Act, 1947.

MANAGEMENT RIGHTS

- (9) The Management of the Company and the direction of the
working force, including the rights to hire, suspend, trans-
fer, promote, discharge, or discipline for just cause, and to
maintain discipline and efficiency of its employees and the
right to layoff employees because of lack of work; the right
to determine the extent to which the Plant shall be operated,

ge methods or processes, or to use new equipment to determine types and quantities of production, to introduce new or improved methods, or facilities, and to extend, limit or curtail, is vested exclusively in the Company.

shall the exercise of the above or any other management be in contradiction of terms and expressed elsewhere in this Agreement.

NON-DISCRIMINATION

any and the Union each agree to comply with laws prohibiting discrimination against any because of Union membership, race, color, religion, national origin, and both agree not to disallow the application of the terms and provisions of the Agreement.

UNION MEMBERSHIP

employees, except probationary employees, are entitled to the same members of the Union upon the same terms of initiation fees and dues, as those upon which all members were admitted. Probationary employees and persons in the excepted classifications are to become or to remain members of the Union.

employees as specified in (a) and (b) below shall be required to join the Union, and having joined shall, except as provided by law, remain members in good standing with the Union as a condition of employment with the Union.

employees who are not probationary employees - upon the expiration of thirty-one (31) days from the date this Agreement becomes effective;

probationary employees - upon the expiration of probationary period or after the expiration of one (31) days from the date this Agreement becomes effective, whichever occurs later.

VOLUNTARY CHECKOFF OF UNION DUES

- (14) On the first pay day of each month, the Company will deduct the monthly dues, in an amount as certified by the Secretary-Treasurer of Local Lodge 727, from the pay, if any, then due to employees who are members of the Union and whose written authorization therefore, in the form attached to the Agreement and marked Appendix A, has been submitted to the Company by the twentieth day of the month preceding the month in which such deductions are to begin. The Company shall remit, no later than the Tuesday next following such pay day, to the Secretary-Treasurer of Local Lodge 727 the sums thus deducted and the names of the employees for whom deductions were made.
- (15) All such written authorizations or written revocations shall become effective the month next following the month in which the Company receives such written authorization or such written revocations.
- (16) The Union shall indemnify the Company and save it harmless against any and all claims, demands, suits, penalties, or other forms of liability that shall or may arise out of the deductions, heretofore or hereafter made from the wages of employees, for Union dues or assessments, or that shall arise out of or by reason of action taken or not taken by the Company in reliance upon or in reference to checkoff authorizations furnished by the Union, or for the purpose of complying with any of the provisions of this Article.

APPENDIX A AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize W. R. Grace & Co.-Conn., Grace Performance Chemicals to deduct from any wages earned or to be earned by me, as your employee, and assign to Local Lodge No. 727 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the sum of \$_____ per month in payment of membership dues, or such amount as may hereafter be established by the Union, in

its Constitution and By-Laws, and become due membership dues in said Union.

, authorization and direction shall be irrevocable of one (1) year, or until the termination of the contract between the Employer and the Union, whichever is sooner; and I agree and direct that this assignment and direction shall be automatically null and void for successive periods of one (1) year for the period of each succeeding applicable contract between the Employer and the Union, whichever is sooner unless written notice is given by me to the Employer more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or the expiration of the applicable collective agreement between the Employer and the Union, whichever occurs sooner.

_____ this _____ day of _____, year _____.

Signature

Clock Number

GRIEVANCE PROCEDURE

Grievance is defined as any controversy between the Company and Union, or between the Company and any of its employees, involving an alleged violation of this Agreement. An earnest effort shall be made to initiate settlement of grievances as quickly as circumstances permit.

The Company will designate Stewards who shall attempt to resolve grievances in accordance with the grievance procedure set forth below. The Union Stewards shall consist of one (1) employee in each of the seniority groups established in Paragraph (47) and working on the day shift,

plus (b) one (1) employee working on the evening shift and one (1) employee working on the night shift. The President of the Local Lodge 727 will keep the Company advised of the names of the current Union Stewards, and his appointed representative (grievance hearings only) for each area. These designated Union officials, provided they have first obtained the permission of their Manager, may leave their job to handle a grievance or conduct necessary Union business. They will be paid only for such time as is spent in processing or investigating grievances in accordance with the terms of this Agreement and which time occurs during their regularly scheduled working hours.

- (19) In no event may the Company or any of its representatives make a settlement with one or more employees pertaining to the terms and conditions of this Agreement without giving a Union Steward, or other authorized representative of the Union, an opportunity to be present.
- (20) Nothing in this Section precludes the informal settlement of minor matters between an employee, or one or more Union Stewards, and a Company representative; so long as the settlement does not pertain to the terms and conditions of this Agreement.
- (21) If an employee believes that the Company has violated any provision of the Agreement, he will discuss the matter with the appropriate Manager within three (3) working days after the incident occurred. If a number of employees have a common grievance and wish to discuss it with the Company, one (1) of them shall act as the aggrieved employee and report the matter to the Manager. If no settlement is reached, then the aggrieved employee will meet with his Union Steward and the Manager within three (3) working days after the incident occurred and make an earnest effort to settle the matter informally. For purposes of Paragraph (21) and (22), the term "working day" shall be defined to mean a day in which the aggrieved employee is scheduled to work his regular shift. A working day does not include any day in which the aggrieved employee does not work for any reason including sick-

ion, holidays, leave of absence, or a day he is led to work.

matter not so settled within five (5) working days after the incident occurred shall be submitted to the Plant Manager in writing on a grievance form provided by the Company, listing all the important known facts pertaining to the grievance. Upon receipt of the written grievance, the Plant Manager shall have up to two (2) working days to meet with the employee (or the representative of the employees), Union President and Union Representative and give his written reply. The Manager will submit two (2) copies of his reply to the President of the Union and his appointed representative).

If the Union wishes to process the grievance further, the Plant Manager shall be notified in writing within five working days after receipt of the Manager's Step 1 reply. Within two (2) working days after such notice, the Plant Manager, the Union President (or appointed representative) and the Manager (or appointed representative) shall simultaneously exchange and submit to the Union two copies of brief stating:

1. A brief statement of the case;
2. A list of the important known facts;
3. A list of the provisions of the Agreement involved;
4. A list of the Union's demands;
5. A list of the Union's proposals;
6. A list of the Union's alternatives;
7. A list of the Union's desires.

Within two (2) working days after receiving the above information, the Plant Manager (or his appointed representative) and the Union Representative (or his appointed representative) shall meet with the President of the Local Union and up to two (2) other representatives of the Negotiation Committee, and/or the Union Representative and/or the aggrieved employee (or the representative of the aggrieved employees), and/or a representative of the International Union and attempt to settle the grievance. Within five (5) working days after the termination of the discussions, the Plant Manager (or his appointed representative) will give his decision in writing to the President of the Local Union.

- (23) In case of a grievance concerning a discharge, the term "aggrieved employee" as used in this Section shall mean the person discharged.
- (24) Should the Company have any grievance, an earnest effort will be made to settle the grievance in the following manner:
Step 1: By discussion between representatives of the Company and an authorized representative of the Union.
Step 2: By discussion between a representative of the Company and a representative of the International Union, if the grievance is not settled within fifteen (15) working days by Step 1 procedure and if the grievance is presented to the Union within five (5) working days after Step 1 proceedings have been exhausted.
- (25) Neither party shall be obligated to discuss or consider a grievance which is not submitted within the appropriate time limits specified in Paragraphs (21), (22), (24), or (27), except where an extension of time has been agreed upon in writing by the President of the Local and the Company, in which event failure to pursue the grievance within the extended time shall likewise relieve both parties of any obligation. Failure of the Company to meet any applicable time limit specified in Paragraph (22) or proper extension thereof mutually agreed upon in writing, will allow the grievance automatically to proceed to the next step in the grievance procedure, if any.
- (26) After a warning of any kind has been in an employee's record for a period of twelve (12) months, it shall automatically be removed.

ARBITRATION

- (27) If the grievance is not adjusted satisfactorily in Step 2 of the applicable grievance procedure, then the matter in dispute may be referred to arbitration by either party notifying the other party in writing within fourteen (14) calendar days thereafter, stating the matter to be arbitrated. Any grievance which is arbitrable under the terms of the Agreement which is properly appealed to arbitration shall

ed by the appealing party by making a request
 eral Mediation and Conciliation Services to fur-
 el of not less than seven (7) qualified impartial
 . Within seven (7) working days of receipt of
 l by the parties, selection shall be made by the
 ernately striking any name from the list until
 name remains. The party appealing the case to
 shall strike first. The final name remaining
 e arbitrator of the grievance.

ator shall give hearing to the parties after rea-
 pportunity to make appropriate investigations
 re evidence, and shall thereafter render his deci-
 sion to the parties hereto.

ases and fee of the arbitrator shall be borne and
 half (1/2) by the Union and one-half (1/2) by the

expressly provided in the Agreement, a decision
 rator in respect to any grievance which shall
 be submitted to him shall in no case be made
 e to a date prior to the date on which such griev-
 ll have been first presented under Step 1 of the
 e grievance procedure.

on or award by the arbitrator duly rendered in
 ce with the law shall be final and conclusively
 upon the parties hereto and on any employee or
 as affected thereby.

herein shall prevent the Union and the Company
 ling the matter at any time up to final decision by
 rator, in which event prompt notices of such set-
 shall be given in writing to the arbitrator by the
 ereto.

ingle grievance, or multiple grievances involving
 : issue, may be included in any demand for arbi-
 nless otherwise expressly agreed to in writing by
 es.

isms or disputes involving the meaning or appli-

cation on this Agreement or actions alleged to be in vio-
 lation thereof shall constitute grievances which shall be
 subject to arbitration.

STRIKES AND LOCKOUTS

- (35) The Union agrees there shall be no stoppage of work, strikes, sit-downs, slow-downs, picketing, embargoes, refusals to deliver, to handle, or ship materials and supplies, or any other suspension or cessation of work in the Company's Owensboro plant during the term of this Agreement, unless the Company shall first have refused to arbitrate when obligated to do so, or have failed to abide by the terms of an arbitrator's decision or award made pursuant to Paragraph (31) hereof, and the Company agrees that there shall be no lockout, unless the Union shall first have refused to arbitrate when obligated to do so.
- (36) If any of the acts prohibited by Paragraph (35) should occur or be threatened, the Union will promptly, upon written notice from the Company that the prohibited acts are occurring or threatened, publicly declare that such action is unauthorized and order the employee or employees engaging or participating therein, or threatening to do so, to refrain from doing so and will use all effective means at its command to secure compliance with its order, regardless of the existence of any picket line.
- (37) The Company may discharge any employee or employees engaging or participating in such acts, and discharge pursuant to this provision shall not be subject to grievance proceedings, nor shall the Union question the unqualified right of the Company to make such discharges. The failure of the Company to exercise this right in any instance shall not be deemed a waiver of the right in any other instance.
- (38) The Union shall not be liable to the Company in damages for the breach of contract in the event an unauthorized strike occurs and the Union shall have complied with the provisions of Paragraph (36).

of fact as to whether or not any particular has engaged in, participated in, or encouraged violation, may be subject to grievance proceeding-arbitration.

LEAVE OF ABSENCE

f absence without pay shall be granted by the to employees in case of bona fide sickness or quiring the employee to be absent from work. e shall be for the period the employee is unable provided such inability to work is certified by a lified physician and further provided that the l leaves and extensions thereof shall not exceed (42) consecutive months.

f absence without pay for unusual circumstances granted an employee if justified and if approved mpany. Ninety (90) days shall be the maximum time for which such leave of absence is granted. ension is desired, evidence satisfactory to the must be submitted before the ninety- (90) day pires.

urpose of enabling them to transact Union busi- uiring their absence, the Company will grant absence without pay to employees selected by dge 727, to represent it in the transaction of such usiness provided:

Company is given at least three (3) working s notice in writing of the desired leave of nce.

t no more than three (3) employees will be grant- uch leave at the same time; and

t no more than one (1) employee from any one classification or three (3) employees from any seniority group will be granted such leave at the e time. However, should the Company be able to dule plant operations in a satisfactory manner

and allow a higher number of employees from any one job classification to be off, they will make a reasonable effort to do so. Union leave takes preference over vacations and other leaves of absence.

If the reason for such leave of absence is to negotiate a future Agreement, the limitation in sub-paragraph (a) shall be one (1) working day instead of three (3) working days.

If the reason for such leave of absence is to participate in a one-day or two-day training program sponsored by the International Brotherhood for training Stewards, the limitation in sub-paragraph (b) and (c) above shall not apply.

Leave of absence without pay for the purpose of holding fulltime office in Local or International Union for a period not to exceed one (1) year shall be granted to not more than one (1) employee at any one time. This leave shall be extended for additional one (1) year periods upon the written request of the Officers of the Union to the Company. Said employee shall continue to accumulate seniority during their leave of absence.

(43) The Company reserves the right to refuse to extend such a leave of absence beyond one (1) month or to grant more than two (2) such leaves of absence to one (1) employee in any period of twelve (12) consecutive months if such leave of absence would significantly hamper plant operations. The Union agrees that it will not abuse, nor allow any of its members to abuse, the provisions concerning such leaves of absence.

(44) Request for any leave of absence shall be in writing and shall specify the reasons therefor, except that no written request is required in the case of an absence caused by bona fide sickness or injury. Leave of absence or extensions will be granted only in writing by the Company. A copy of all written leave of absence requests and approvals will be forwarded by the Company to the Secretary-Treasurer of the Union.

FUNERAL LEAVE

- (45) If an employee, other than a probationary employee, is absent on a day he otherwise would have worked and such absence is caused by a death in his immediate family, he shall be granted up to three (3) working days off, ending with the day after the funeral and on condition that he attends the funeral. The employee shall be entitled to receive eight (8) times his straight time hourly rate of pay for each such day of funeral leave.

For the purpose of this paragraph, immediate family shall include only the employee's spouse, child, stepchild, father or mother, brother or sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and spouses grandparents.

When funeral leave and vacation days and holidays fall on the same day or days, funeral leave shall supersede vacation and holiday leave. The vacation and holiday days will be rescheduled at a mutually agreed upon time.

SENIORITY

- (46) The word "seniority" shall mean the combined length of continuous service with Hampshire Chemical Corporation and W. R. Grace-only for those employees initially hired by Hampshire Chemical Corp. "Seniority" for all other employees means the length of continuous service in the Plant from the date of the most recent hiring.

The preceding paragraph shall not apply for purposes of the calculation of benefits, eligibility or vesting with respect to the Company defined benefit retirement plans, including the W. R. Grace & Co. Hourly Retirement Plan. Nor shall it apply for purposes of any aspect of Company retiree medical and life insurance coverage. For those purposes, the provisions set forth in Paragraph (101) hereof shall govern.

FUNERAL LEAVE

Employee, other than a probationary employee, is a day he otherwise would have worked and such caused by a death in his immediate family, he granted up to three (3) working days off, ending day after the funeral and on condition that he e funeral. The employee shall be entitled to ght (8) times his straight time hourly rate of pay uch day of funeral leave.

urpose of this paragraph, immediate family shall nly the employee's spouse, child, stepchild, mother, brother or sister, father-in-law, mother-ter-in-law, brother-in-law, son-in-law, daughter-andparents, grandchildren, and spouses grand-

eral leave and vacation days and holidays fall on day or days, funeral leave shall supersede vaca-soliday leave. The vacation and holiday days scheduled at a mutually agreed upon time.

SENIORITY

"seniority" shall mean the combined length of is service with Hampshire Chemical on and W. R. Grace-only for those employees ired by Hampshire Chemical Corp. "Seniority" xer employees means the length of continuous the Plant from the date of the most recent hir-

ding paragraph shall not apply for purposes of lation of benefits, eligibility or vesting with the Company defined benefit retirement plans, the W. R. Grace & Co. Hourly Retirement Plan. it apply for purposes of any aspect of Company edical and life insurance coverage. For those the provisions set forth in Paragraph (101) here-overn.

(47) Employees will be divided into the following separate seniority groups:

- (a) Production employees
- (b) Maintenance employees

(48) When a probationary production employee or maintenance employee has completed sixty (60) calendar days with the Company since the date of his most recent hiring (or) thirty (30) calendar days if covered by Paragraph (7), his name shall be placed on the seniority list and his seniority shall be computed from the date of his most recent hiring (which date shall then become his "seniority date").

(49) Layoff of production employees will be made by laying off the least senior production employees in the plant, providing the remaining employees can do the required work after a reasonable period of training and further provided the layoff is expected to last more than one (1) week.

Layoffs expected to last one (1) week or less will be effected by laying off the least senior employees assigned to the seniority group concerned (per Paragraph 47), and retaining the more senior employee if he is able to do a same or lower rated job within the seniority group without training. If a one week layoff or less accumulates up to ten (10) days per calendar year for a seniority group, any additional layoffs for that seniority group within that calendar year will be made as if the layoff is expected to last more than one (1) week.

When equipment cannot be operated for reasons beyond the Company's control, it is recognized that departments may shut down for up to twenty-four (24) hours without it being considered a layoff. This is not to exceed two (2) times per year. Any amount of hours up to twenty-four (24) hours counts as one (1) of the (2) times.

Layoff of Maintenance employees will be made by laying off the least senior employee in the Maintenance

Department, providing the remaining employees can do the required work after a reasonable period of training. If a one (1) week layoff or less accumulates up to ten (10) days per calendar year for a seniority group, any additional layoffs for that seniority group within that calendar year will be made as if the layoff is expected to last more than one (1) week. Those effected employees may, on the basis of prior production seniority, displace the least senior production employee then permanently assigned to a job in Rate Classification D or displace the least senior production employee then permanently assigned to a job in Rate Classification B.

Recalls will be made by recalling first the most senior production employee then on layoff, in the case of production openings, or senior Maintenance Department employees then displaced, in the case of maintenance openings, provided that the employees in the plant can do the required work after a reasonable period of training.

No later than the first day that recalled employees return to work, the Company shall give the Union a written list containing the names of all employees recalled.

- (50) The Company will either give four (4) working days notice in writing to employees who are to be laid off or will give pay in lieu of such notice. This requirement will be waived if the Company notifies the Union that causes beyond its control prevent notice or if the Company notifies the Union that a one (1) or a two- (2) day layoff is necessary in a seniority group.

The Company will be obligated to give three (3) working days notice in those cases where the layoff is required in order to recall more senior employees as outlined in Paragraph (49).

- (51) An employee shall lose his seniority and re-employment rights only under the following conditions:
- (a) He quits his employment:
 - (1) If an employee fails to report to work on five (5)

at, providing the remaining employees can do work after a reasonable period of training. If week layoff or less accumulates up to ten (10) calendar year for a seniority group, any additions for that seniority group within that calendar year made as if the layoff is expected to last more than one (1) week. Those effected employees may, on the basis of prior production seniority, displace the least senior employee then permanently assigned to a job in Classification D or displace the least senior employee then permanently assigned to a job in Classification B.

Recall shall be made by recalling first the most senior employee then on layoff, in the case of production openings, or senior Maintenance Department employees then displaced, in the case of maintenance openings provided that the employees in the plant can do the work after a reasonable period of training.

Within the first day that recalled employees return to work the Company shall give the Union a written list containing the names of all employees recalled.

The Company will either give four (4) working days written notice to employees who are to be laid off or pay in lieu of such notice. This requirement will apply if the Company notifies the Union that causes a control prevent notice or if the Company notifies the Union that a one (1) or a two- (2) day layoff is in a seniority group.

The Company will be obligated to give three (3) working days notice in those cases where the layoff is required in order to recall more senior employees as outlined in Article 14.1 (49).

Employees shall lose his seniority and re-employment rights under the following conditions:

Quits his employment:

If an employee fails to report to work on five (5)

successive working days, unless prevented by sickness or some other justifiable cause, he shall be considered to have quit his employment.

(b) He is discharged for proper cause;

(c) He fails to report for work within three (3) working days of the date of notification of recall, delivered by telegram, registered mail, or certified mail to his last address of record with the Company unless prevented by sickness or some other justifiable cause, in which case he must request a leave of absence, during said three (3) working days.

In case the employee is working elsewhere at the time of recall, the employee may give notice to the Company within said three (3) working days of his intention to return to work, and must return within five (5) working days thereafter;

(d) He has not worked for the Company by reason of sickness or layoff for the period of forty-two (42) consecutive months or, in the case of layoff, the length of his seniority as of his last day of work, whichever period is shorter.

(e) He fails to return to work upon expiration of a leave of absence.

(f) He transfers from a position within the Bargaining Unit to a position outside the Bargaining Unit.

(52) Relative seniority among employees with the same seniority date shall be determined by drawing lots.

The results of such drawing shall be final and shall be indicated on the seniority list.

(53) The President of the Local, Vice-President, the Financial Secretary and Treasurer, and the Negotiating Committee shall have top seniority with the Bargaining Unit with respect to layoff and recall during the term of their serv-

ice and shall revert to their normal place of seniority when they shall cease serving in such capacity. The President of the Local shall be assigned to an existing day shift job at his regular rate. He will be able to advance in rate according to the terms of this Agreement. At the end of his term as Union President, he will revert to his regularly assigned position.

- (54) The Company will post on all bulletin boards used for posting job openings a copy of the seniority list and will bring the list up-to-date at least once each three- (3) months. A copy of such revised lists will be furnished to the President and Secretary-Treasurer of the Local Union.

An employee may call any error on the seniority list to the attention of the Company by filing a written objection with the Company with a copy to the Secretary-Treasurer of the Local. The Company will correct the error when so notified, but shall have no obligation to make any retroactive adjustments because of an action taken on the basis of that error.

PROMOTIONS AND TRANSFERS

- (55) When an opening is for a period of less than one (1) month, it may be filled by the Company without posting and bidding. If no qualified employee desires such transfer or promotion, the temporary vacancy will be filled by transferring or promoting the least senior qualified employee in the seniority group concerned. The Company and the Union may agree to the extension of any temporary transfer or promotion. When an opening on other than Maintenance jobs, or jobs in Rate Classification B is for a period of longer than one (1) month, it will be posted for bidding. The job opening will be posted for a 72 hour period not including the hours between 12:01 A.M., Saturday to 12:01 A.M., Monday. Bidders may apply in writing, in duplicate, with a copy for the Union, and will be considered in the following order:

- (a) Promotions to jobs in Rate Classification D will be

all revert to their normal place of seniority when cease serving in such capacity. The President shall be assigned to an existing day shift job at regular rate. He will be able to advance in rate to the terms of this Agreement. At the end of the Union President, he will revert to his regular position.

The Company will post on all bulletin boards used for job openings a copy of the seniority list and will keep it up-to-date at least once each three (3) months. A copy of such revised lists will be furnished to the President and Secretary-Treasurer of the Local Union.

Any employee may call any error on the seniority list to the attention of the Company by filing a written objection with the Company with a copy to the Secretary-Treasurer of the Local Union. The Company will correct the error when so notified but shall have no obligation to make any retroactive adjustments because of an action taken on the basis of

PROMOTIONS AND TRANSFERS

A job opening is for a period of less than one (1) year and may be filled by the Company without posting. If no qualified employee desires such transference, the temporary vacancy will be filled by hiring or promoting the least senior qualified employee in the seniority group concerned. The Company and the Union may agree to the extension of temporary transfer or promotion. When an opening exists for Maintenance jobs, or jobs in Rate Classification B is for a period of longer than one (1) year, it will be posted for bidding. The job opening will be for a 72 hour period not including the hours 12:01 A.M., Saturday to 12:01 A.M., Monday. Applications may apply in writing, in duplicate, with a copy to the Union, and will be considered in the following

Promotions to jobs in Rate Classification D will be

based primarily on seniority provided the senior bidder is capable of performing the job satisfactorily after a reasonable period of training.

- (b) Promotions to jobs above Rate Classification D will be based primarily on seniority, however, for "just cause" merit and ability may become a factor in the selection process.
- (c) During an employee's training period the Company will administer reasonable and job related testing to all employees promoted under section (b) of this paragraph. The order of preference will be as follows:
 - (1) Those who have been demoted from the posted job because of a cut back in operations within the past twelve (12) months and have not since declined to return to the job that is posted.
 - (2) Those production employees who have bid down from the posted job within the past twelve (12) months.
 - (3) Those production employees currently assigned to other rated jobs in the plant. A production employee may not voluntarily bid down to a lower rated job more than one time in any six (6) month period.

The Company will post its selection from among the bidders within three (3) working days after the close of the period allowed for bidding. If the successful bidder is not the bidder with the greatest seniority, the Company will inform the Union Official or Steward concerned of the primary reasons for its selection before posting that selection in the plant.

If there are no bidders who would be able to do the posted job satisfactorily after the normal training period, the Company may appoint to the opening any probationary employee or any other employee for whom the job rep-

resents no reduction in Rate Classification, or may fill the job by hiring directly from the outside.

- (56) Demotion from a job in Rate Classification D & above will be made by demoting the least senior employee in the same seniority group and rate classification to the next lower rate classification in the same seniority group. In any demotion, the least senior employee in any rate classification higher than Classification B shall be displaced and the more senior employee demoted from a higher rate classification shall be assigned to the job vacated by the least senior employee. If the demoted employee refuses placement in accordance with the foregoing provisions of this paragraph, that employee shall be demoted to Rate Classification B and shall displace the least senior B rated employee provided that the demoted employee has more seniority than the employee being displaced. Demotions from Rate Classification D will be made by allowing the D rated employee to displace the least senior B rated employee provided that the demoted employee has more seniority than the employee being displaced.

SHIFT ASSIGNMENT

- (57) Shift coverage assignments within overtime groups will be made by assigning the employees with the least seniority to shifts according to their normal work assignment. If a rotating shift assignment exists and there are no volunteers, then the opening will be filled by transferring the least senior employee in that overtime group. An employee in any overtime group who wishes to change his/her shift assignment (days, or rotating 3 shifts or 4 shifts) will submit a request in writing to the Department Superintendent. When an opening exists by a change in staffing or attrition, the vacancy will be filled by the employee with the greatest seniority who has a request on file. If a rotating shift opening remains after the initial vacancy is filled, it will be filled by transferring the most senior day or rotating shift employee with a request on file or assigning the least senior day shift employee if no requests are on file.

reduction in Rate Classification, or may fill the opening directly from the outside.

from a job in Rate Classification D & above shall be demoted to the next seniority group and rate classification to the next classification in the same seniority group. In addition, the least senior employee in any rate classification higher than Classification B shall be displaced by the senior employee demoted from a higher rate. The employee shall be assigned to the job vacated by the demoted employee. If the demoted employee refuses to accept the assignment in accordance with the foregoing provisions of this paragraph, that employee shall be demoted to Rate Classification B and shall displace the least senior B rated employee provided that the demoted employee has more seniority than the employee being displaced. Demotions from Classification D will be made by allowing the demoted employee to displace the least senior B rated employee provided that the demoted employee has more seniority than the employee being displaced.

SHIFT ASSIGNMENT

Shift assignments within overtime groups will be made by assigning the employees with the least seniority to the shift according to their normal work assignment. If a shift assignment exists and there are no vacancies, the opening will be filled by transferring the least senior employee in that overtime group. An employee in an overtime group who wishes to change his/her assignment (days, or rotating 3 shifts or 4 shifts) will make a request in writing to the Department Superintendent. When an opening exists by a change in assignment or attrition, the vacancy will be filled by the employee with the greatest seniority who has a request on file. If a rotating shift opening remains after the initial request is filled, it will be filled by transferring the most senior rotating shift employee with a request on file. If no request is on file.

If an employee has a request on file for a period of three months and no openings become available due to a change in staffing or attrition, then he may displace the least senior employee on that shift (days or rotating 3 shifts or 4 shifts). The vacancy created will be filled according to the terms of this paragraph. This request can only be done every 12 months.

HOURS OF WORK

- (58) For the purpose of computing overtime and premium pay, the work day shall begin at 12:01 A.M., and the work week shall begin at 12:01 A.M. Monday.
- (59) It is the sole right of the Company to determine when over-time shall be worked. The Company will divide overtime as equitably as practicable within a calendar year and each job within each seniority group in accordance with the signed and posted plant overtime policy. If overtime problems arise not covered by the policy, the Company and the Union agree to attempt to resolve the problems on an equitable basis. The Company will keep a record of overtime worked by each employee throughout the year. The record will be available for inspection by any employee in the plant, at his request.

If overtime is offered to an employee who prefers not to work it, his overtime record will be charged for the equivalent number of hours whether or not he is excused from working it.

- (60) When overtime is to be scheduled on Saturday, Sunday or on a holiday, the scheduled overtime hours will be posted (or the employees concerned will be advised) before 3:00 p.m. Thursday the second day prior to the start of the scheduled overtime. It is recognized that circumstances will arise from time to time when overtime cannot be foreseen forty (40) hours in advance. In such cases, the employees concerned will be advised of such overtime as soon as the need for it becomes known.
- (61) The provisions of this Section shall not be construed as a

guarantee by the Company of hours of work to be provided per day or per week.

(a) An employee working four or more hours of unscheduled overtime in any day will receive a meal allowance of \$4.00

(62) It is recognized that because of the nature of the Company's business, changes in production requirements may bring about an increase or decrease in the number of shifts on any operation or may require continuous operations or rotating shift assignments. Except on continuous four-shift operations, rotating shifts will be scheduled so that rotation occurs each week, unless otherwise agreed to by the Company and the Union.

(63) Employees may trade shifts with other employees assigned to the same job and seniority group, provided that no overtime results and that the Manager concerned have approved the transfer in advance. Such shift trades will be approved unless the trade would significantly hamper Plant operations and with the understanding that not more than one such trade needs to be approved for any one employee in any one-week period. It is understood that the intent of this paragraph is not to permit extended or permanent shift trades by employees unless approved in advance by the Manager.

OVERTIME, PREMIUM & REPORTING PAY

(64) An employee shall be paid one and one-half (1-1/2) times the straight time rate for the job for all hours worked by him in excess of eight (8) hours in any work day or in any period of sixteen (16) consecutive hours, or in excess of forty (40) hours in any work week, whichever computation is the greater.

(65) Work performed during the twenty-four (24) hour period on Saturday shall be paid for at one and one-half (1-1/2) times the straight time rate for the job, except where the work is performed by employees who are scheduled on a continuous four-shift basis.

by the Company of hours of work to be provided or per week.

Employee working four or more hours of scheduled overtime in any day will receive a meal allowance of \$4.00

Recognized that because of the nature of the business, changes in production requirements about an increase or decrease in the number of any operation or may require continuous operating shift assignments. Except on continuous operations, rotating shifts will be scheduled so as to occur each week, unless otherwise agreed to by the Company and the Union.

Employees may trade shifts with other employees in the same job and seniority group, provided the trade results in no loss of seniority and that the Manager concerned has approved the transfer in advance. Such shift trades are not permitted unless the trade would significantly improve operations and with the understanding that no one such trade needs to be approved for any employee in any one-week period. It is understood that the intent of this paragraph is not to permit extended shift trades by employees unless approved by the Manager.

1E. PREMIUM & REPORTING PAY

Employee shall be paid one and one-half (1-1/2) times the straight time rate for the job for all hours worked by an employee in excess of eight (8) hours in any work day or in any sixteen (16) consecutive hours, or in excess of hours in any work week, whichever computation is greater.

Work performed during the twenty-four (24) hour period on Sunday shall be paid for at one and one-half (1-1/2) times the straight time rate for the job, except where the work is performed by employees who are scheduled on a continuous four-shift basis.

(66) Work performed during the twenty-four (24) hour period on Sunday shall be paid for at two (2) times the straight time rate for the job, except where the work is performed by employees who are scheduled on a continuous four-shift basis.

(67) An employee will be paid two (2) times the straight time rate of pay for all hours worked on a holiday (regardless of scheduled shift) plus 8 hours of holiday pay at the straight time rate, plus applicable shift premium.

(68) Except where failure to provide work is due to an Act of God or a condition beyond the reasonable control of the Company, an employee who on prompt arrival when called or scheduled to report for work is not put to work, or is put to work for less than four (4) hours, shall be paid at least the equivalent four (4) hours' pay at his then current straight time hourly rate. An employee who is not notified at least four (4) hours before his scheduled starting time not to report for work is deemed to be instructed to report. No payment shall be made by the Company for time not actually worked if the employee leaves the Plant at his own request after finishing the work assigned to him.

(69) Employees who are asked to report for work at a time earlier than the beginning of the shift for which they are scheduled for that day and who continue working into the scheduled shift, shall be paid time and one-half (1-1/2) (or other applicable premium, if higher) for all such hours worked in advance of the scheduled shift.

When an employee is required to change shifts for production reasons or reasons beyond the Company's control with less than 40 hours notice, said employee shall be paid time and one-half (1-1/2) for the first eight hours of such shift schedule change.

The provisions of Paragraph (64) shall not apply to hours of work covered by this Paragraph.

Paragraph (69) does not apply to holiday hours worked.

- (70) The foregoing provisions of Paragraph (64) through (69) are not to be pyramided and therefore where two (2) or more of those provisions apply to the same hours of work, that provision which provides the greatest pay for those hours shall apply to the exclusion of all other applicable provisions.

CONTINUOUS FOUR-SHIFT OPERATION

- (71) When operations are scheduled by the Company on a continuous four-shift basis, the schedule shall be that shown below, unless another schedule is mutually agreed to by the Company and the Union. In any department which has no four-shift operations currently scheduled, the Company will give twenty-one (21) calendar days notice in advance of the initial scheduling of such operations. In any department having no three-shift operations, the Company will give twenty-one (21) calendar days notice in advance of the initial scheduling of such operations. These notices are not to run concurrently in the same department.

FOUR SHIFT SCHEDULE

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
NIGHT	CCDDDDD	DDAAAAA	AABBBBB	BBCCCCC
DAY	AAAAABB	BBBBBCC	CCCCCDD	DDDDDDA
EVENING	BBBCCCC	CCCDDDD	DDDDAAA	AAABBBB
OFF	DDCBBAA	AADCCBB	BBADDCC	CCBAADD

- (72) Employees working on operations scheduled on a continuous four-shift basis will be paid a premium of fifty (50) cents an hour for all work performed on such operations. This amount shall be included in the computation of other premium pay only to the extent required by law. Employees working on operations scheduled on a continuous four-shift basis will be paid one and one-half (1-1/2) times the straight time rate for the job for all work per-

(69) does not apply to holiday hours worked.

provisions of Paragraph (64) through (69) be pyramided and therefore where two (2) or more provisions apply to the same hours of work, the provision which provides the greatest pay for those hours shall apply to the exclusion of all other applicable provisions.

NUOUS FOUR-SHIFT OPERATION

Operations are scheduled by the Company on a continuous four-shift basis, the schedule shall be that shown unless another schedule is mutually agreed to by the Company and the Union. In any department which has four-shift operations currently scheduled, the Company will give twenty-one (21) calendar days notice of the initial scheduling of such operations. In any department having no three-shift operations, the Company will give twenty-one (21) calendar days notice of the initial scheduling of such operations. No four-shift operations are not to run concurrently in the same department.

FOUR SHIFT SCHEDULE

WTFSS	MTWTFSS	MTWTFSS	MTWTFSS
DDDDDD	DDAAAAA	AABBBBBB	BBCCCCC
AAABBB	BBBBBCC	CCCCCDD	DDDDDDAA
BBCCCC	CCDDDD	DDAAAAA	AAABBBB
CCBBAA	AADCCBB	BBADDCC	CCBAADD

Employees working on operations scheduled on a continuous four-shift basis will be paid a premium of fifty (50) percent for all work performed on such operations. This premium shall be included in the computation of other pay only to the extent required by law. Employees working on operations scheduled on a continuous four-shift basis will be paid one and one-half (1-1/2) times the straight time rate for the job for all work performed on the sixth scheduled day on the applicable four-shift schedule.

formed on the sixth scheduled day on the applicable four-shift schedule.

- (73) Employees working on operations scheduled on a continuous four-shift basis will be paid one and one-half (1-1/2) times the straight time rate for the job for all work performed on a day shown on the applicable four-shift schedule as a schedule day off for employees on the shift to which such employee is then regularly assigned.
- (74) Employees working on operations scheduled on a continuous four-shift basis will be paid two (2) times the straight time rate for the job for all work performed on the seventh consecutive day of work within the regularly scheduled workweek.
- (75) The foregoing provisions of Paragraph (64) through (69) and Paragraph (72), (73) and (74) are not to be pyramided and therefore, where two (2) or more of those provisions apply to the same hours of work, that provision which provides the greatest pay for those hours shall apply to the exclusion of all other applicable provisions.

HOLIDAYS

- (76) There shall be eleven (11) paid holidays which shall be the days on which the following days are legally observed:

New Year's Day
 Good Friday (Easter for four-shift employees)
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Day before Christmas
 Christmas Day
 New Year's Eve

An employee eligible for holiday pay as hereinafter provided shall receive eight (8) hours' pay at his current straight time rate. (See paragraph (67) for pay rate for hours worked on a holiday.)

- (77) It is the policy of the Company not to operate the Plant on the above named holidays unless there are circumstances requiring installation or repair of equipment or it is necessary to conform with a customer requirement of major importance.
- (78) For three-shift operations a holiday which falls on a Sunday will be celebrated on the succeeding scheduled working day and a holiday which falls on a Saturday will be celebrated on the preceding scheduled working day. Four-shift operations will celebrate holidays on the days on which they fall. The Company and the Union can mutually agree to float any of the above holidays provided agreement is reached at least one (1) month in advance of the holiday.
- (79) Paid holidays not worked shall be considered (8) hours of time worked for the purpose of computing the number of hours worked during the work week.
- (80) To be entitled to pay for a holiday not worked an employee must:
 - (a) be an employee on the date immediately before the date on which such holiday is celebrated; and
 - (b) have worked a full shift on his last scheduled workday before, and a full shift on his first scheduled workday after the date on which such holiday is celebrated. This requirement shall not apply to an employee who was absent on either or both days because of an industrial accident occurring in the Plant, or who was unable to work because of illness, provided that in the case of illness, he furnishes the Company upon request a written doctor's certificate acceptable to the Company to the effect that he was unable to work on that day because of illness; and

ee eligible for holiday pay as hereinafter provided shall receive eight (8) hours' pay at his current rate. (See paragraph (67) for pay rate for work on a holiday.)

Policy of the Company not to operate the Plant on named holidays unless there are circumstances installation or repair of equipment or it is necessary to conform with a customer requirement of major importance.

Shift operations a holiday which falls on a day which will be celebrated on the succeeding scheduled day and a holiday which falls on a Saturday will be celebrated on the preceding scheduled working day. Shift operations will celebrate holidays on the days they fall. The Company and the Union can agree to float any of the above holidays provided notice is reached at least one (1) month in advance of the holiday.

Days not worked shall be considered (8) hours of work for the purpose of computing the number of hours worked during the work week.

Entitled to pay for a holiday not worked an employee

an employee on the date immediately before the date on which such holiday is celebrated; and

an employee who worked a full shift on his last scheduled working day before, and a full shift on his first scheduled working day after the date on which such holiday is celebrated. This requirement shall not apply to an employee who was absent on either or both days because of an industrial accident occurring in the Plant, or who was unable to work because of illness, provided that in the case of illness, he furnishes the Company upon request a written doctor's certificate acceptable to the Company to the effect that he was unable to work on that day because of illness; and

- (c) not be on layoff or leave of absence; and
- (d) not have failed to report for work on that holiday when he was scheduled in advance to work.

The Company will review all holiday pay denials and where justifiable cause prevents an employee from working a full shift before or after the holiday, full holiday pay may be granted if the employee has given proper notification to the Company.

- (81) When one of the above holidays is celebrated on a date which falls within an employee's approved vacation period, he shall at his option, be given pay for that holiday or an extra day of paid vacation at a mutually agreed time.

VACATIONS

- (82) Employees who have or will have completed during a given calendar year (commencing on January 1 of each year) the amounts of seniority below shall be entitled to receive vacation benefits in that year in accordance with the following schedule:

- (a) Five (5) working days vacation to be taken between June 1 and December 31 if the employee has or will have completed one (1) or more but less than two (2) full years of seniority within the current calendar year.
- (b) Seven (7) working days vacation if the employee has or will have completed at least two (2) but less than three (3) years of seniority within the current calendar year.
- (c) Ten (10) working days vacation if the employee has or will have completed at least three (3) but less than five (5) years of seniority within the current calendar year.
- (d) Fifteen (15) working days vacation if the employee

has or will have completed at least five (5) but less than eleven (11) years of seniority within the current calendar year.

- (e) Sixteen (16) working days vacation if the employee has or will have completed at least eleven (11) but less than twelve (12) years of seniority within the current calendar year.
- (f) Seventeen (17) working days vacation if the employee has or will have completed at least twelve (12) but less than thirteen (13) years of seniority within the current calendar year.
- (g) Eighteen (18) working days vacation if the employee has or will have completed at least thirteen (13) but less than fourteen (14) years of seniority within the current calendar year.
- (h) Nineteen (19) working days vacation if the employee has or will have completed at least fourteen (14) but less than fifteen (15) years of seniority within the current calendar year.
- (i) Twenty (20) working days vacation if the employee has or will have completed at least fifteen (15) but less than sixteen (16) years of seniority within the current calendar year.
- (j) Twenty-one (21) working days vacation if the employee has or will have completed at least sixteen (16) but less than seventeen (17) years of seniority within the current calendar year.
- (k) Twenty-two (22) working days vacation if the employee has or will have completed at least seventeen (17) but less than eighteen (18) years of seniority within the current calendar year.
- (l) Twenty-three (23) working days vacation if the employee has or will have completed at least eighteen (18) but less than nineteen (19) years of seniority within the current calendar year.

will have completed at least five (5) but less than eleven (11) years of seniority within the current calendar year.

(16) working days vacation if the employee has or will have completed at least eleven (11) but less than twelve (12) years of seniority within the current calendar year.

(17) working days vacation if the employee has or will have completed at least twelve (12) but less than thirteen (13) years of seniority within the current calendar year.

(18) working days vacation if the employee has or will have completed at least thirteen (13) but less than fourteen (14) years of seniority within the current calendar year.

(19) working days vacation if the employee has or will have completed at least fourteen (14) but less than fifteen (15) years of seniority within the current calendar year.

(20) working days vacation if the employee has or will have completed at least fifteen (15) but less than sixteen (16) years of seniority within the current calendar year.

(21) working days vacation if the employee has or will have completed at least sixteen (16) but less than seventeen (17) years of seniority within the current calendar year.

(22) working days vacation if the employee has or will have completed at least seventeen (17) but less than eighteen (18) years of seniority within the current calendar year.

(23) working days vacation if the employee has or will have completed at least eighteen (18) but less than nineteen (19) years of seniority within the current calendar year.

ty within the current calendar year.

(m) Twenty-four (24) working days vacation if the employee has or will have completed at least nineteen (19) but less than twenty (20) years of seniority within the current calendar year.

(n) Twenty-five (25) working days vacation if the employee has or will have completed at least twenty (20) but less than twenty-one (21) years of seniority within the current calendar year.

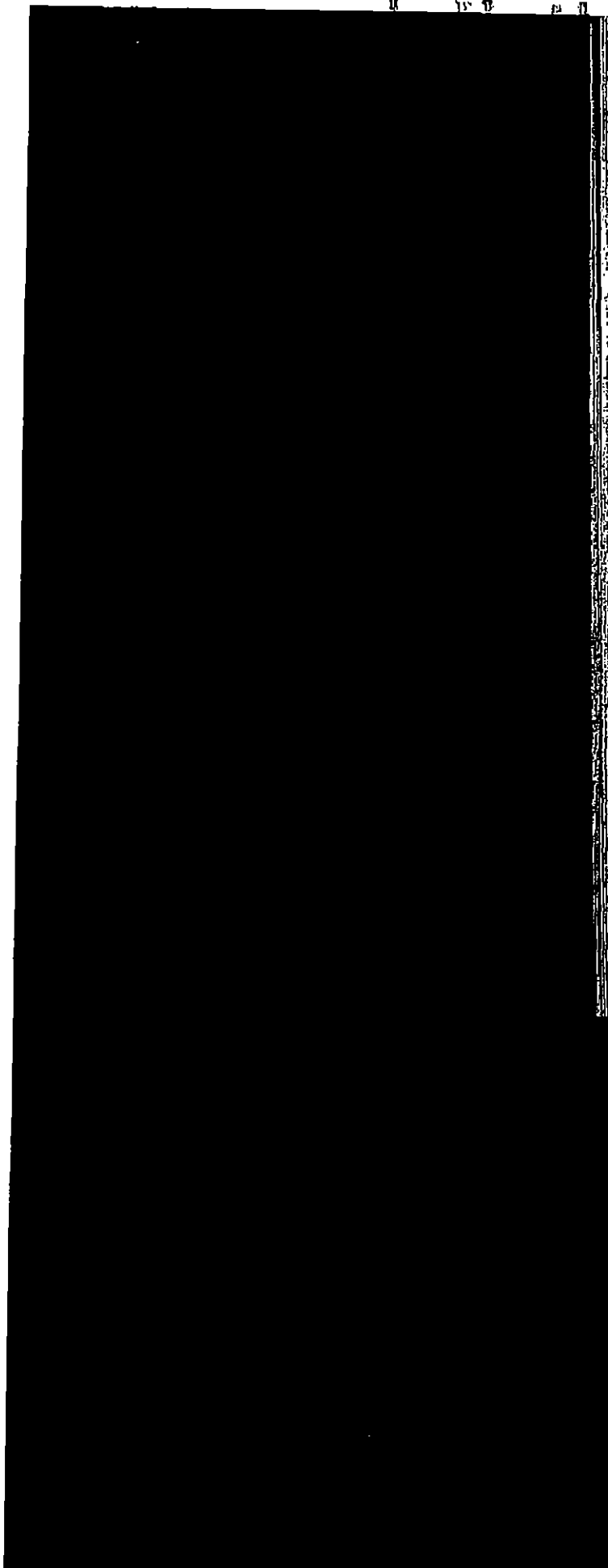
Vacation pay will be computed at a rate of 9.0 hours pay for each eight (8) hours of vacation.

The above hours of pay are subject to a deduction of one-twelfth (1/12) of the total sum for each period of thirty (30) consecutive calendar days not worked during the prior calendar year and are paid at the employee's current permanent straight time rate. Those employees who have or will have completed one year of seniority (82(a)) will be subject to one-twelfth (1/12) pay deduction for each period of thirty (30) consecutive calendar days not worked between June 1 of the prior year and May 31 of the current year (see Paragraph 92 for exceptions).

An employee's current straight time rate will include the four-shift premium if the employee has worked at least six (6) months on four-shift operations during the twelve (12) months prior to his vacation.

(83) A period of temporary shutdown may be designated by the Company as a vacation period. The Company shall give notice of the dates of any such vacation shutdown at least sixty (60) calendar days in advance of the first day of such shutdown, which day shall be no earlier than June 15, nor later than August 15 in any year.

The Company may designate a three- (3) week period during which time no Maintenance Department employee will normally be allowed to take vacation.

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- (84) The Company reserves the right to grant employees vacation at a mutually agreed upon time other than the time of the vacation shutdown in order to meet production requirements. In such cases, should more employees wish to schedule their vacation for a particular period than production requirements permit, the vacation schedule shall give preference to those employees with the greatest seniority, provided the choice of vacation period was expressed to Management at least sixty (60) calendar days in advance of their desired vacation.
- (85) An employee will be scheduled or called in for overtime work on a weekend or holiday immediately preceding and/or following his scheduled vacation only if he is willing to perform such work or if the work is of such importance that it cannot reasonably be delayed and the employee's presence is required to perform it.
- (86) An employee entitled to vacation pay who resigns after having given the company at least five (5) working days notice of resignation and before receiving his vacation, is entitled to vacation pay in accordance with Paragraph (82) above.
- (87) An employee entitled to vacation pay who retires after having given the Company at least five (5) working days' notice of retirement and before receiving his vacation pay in that year is entitled to vacation pay according to Paragraph (82). Such vacation payment will be made to him at the time of retirement.
- (88) An employee who is laid off between January 1 and December 31 shall receive any vacation to which he is entitled in accordance with Paragraph (82) above.
- (89) An employee who is discharged is entitled to vacation pay.
- (90) Vacations are not cumulative from year to year except as provided for in paragraph (91).

pany reserves the right to grant employees vacation mutually agreed upon time other than the time of production shutdown in order to meet production requirements. In such cases, should more employees schedule their vacation for a particular period than on requirements permit, the vacation schedule shall give preference to those employees with the greatest need, provided the choice of vacation period was made to Management at least sixty (60) calendar days in advance of their desired vacation.

Employee will be scheduled or called in for overtime on a weekend or holiday immediately preceding following his scheduled vacation only if he is will perform such work or if the work is of such importance that it cannot reasonably be delayed and the employee's presence is required to perform it.

Employee entitled to vacation pay who resigns after given the company at least five (5) working days of resignation and before receiving his vacation, is entitled to vacation pay in accordance with Paragraph (82) above.

Employee entitled to vacation pay who retires after given the Company at least five (5) working days of retirement and before receiving his vacation pay for the year is entitled to vacation pay according to Paragraph (82). Such vacation payment will be made to the employee at the time of retirement.

Employee who is laid off between January 1 and December 31 shall receive any vacation to which he is entitled in accordance with Paragraph (82) above.

Employee who is discharged is entitled to vacation pay.

Vacations are not cumulative from year to year except as provided for in paragraph (91).

- (91) Employees shall take time off for vacation, in accordance with Paragraph (82). They will receive their vacation pay on the last working day before their vacation. Those employees eligible under Paragraph (82) of this Agreement for more than twenty (20) vacation days may elect not to take any or all of the vacation days in excess of twenty (20). For all such vacation days entitled to but not taken, the employee shall receive vacation pay at a rate of nine- (9) hours' pay for each day. Such vacation payment will be made to the employee following the end of each calendar year.

An employee entitled to more than ten (10) vacation days may carry over from one year to the next up to five (5) days of unused vacation in excess of ten (10) days, provided that these days of vacation are taken within the first quarter of the following year.

- (92) If an employee has been absent for more than thirty (30) consecutive days because of an industrial accident or qualifies for Sickness & Accident, any vacation pay to which he may be entitled under Paragraph (82) shall be computed as if he had worked on the job to which he is permanently assigned for the period of that absence or for six (6) months, whichever period is shorter.

WAGES

- (93) Hourly straight time rates and rate classification of employees covered by this Agreement are attached hereto as Exhibit A and are a part of this Agreement.
- (94) Employees will receive thirty (.30) cents an hour in addition to their straight time rate for all work performed on the evening shift, and for additional hours worked directly before or directly after that shift.
- (95) Employees will receive thirty-five (.35) cents an hour in addition to their straight time rate for all work performed on the night shift, and for additional hours worked directly before or directly after that shift.

- (96) The rate of pay for new or changed jobs within the bargaining unit shall be established by the Company. If requested by the Union, the Company will review with designated Union officials the procedure used in making its rate determination. The Union may challenge a rate for new or changed jobs through the grievance procedure, starting at Step 1, as described in Paragraph (22), and arbitration at any time within thirty (30) calendar days after the rate becomes effective.

If any change in the rate results, the change will be retroactive to the date the rate for the new or changed job was put into effect by the Company or the date the Union brought the grievance, whichever date is earlier.

- (97) The straight time rate of pay for probationary employees will be fifty (\$0.50) cents per hour less than the rates shown in Exhibit A.
- (98) An employee who is assigned temporarily by his Manager to perform a job in a higher rate classification than the job to which he is permanently assigned shall be paid the higher rate for the period of his temporary assignment, provided that the total period of such assignment during one (1) shift is in excess of one (1) hour.
- (99) An employee who is assigned temporarily by his Manager to perform a job in a lower rate classification than the job to which he is permanently assigned shall continue to be paid at the rate of the job to which he is permanently assigned during the period of such temporary assignment. The employee permanently reassigned to a lower rated job shall continue to draw his regular classification pay until he assumes the duties of his new job.
- (100) An employee who, while at work, receives an injury that makes it necessary for him to leave the plant for the rest of the shift on which the injury occurred will be paid at his regular rate to the end of that shift. Any employee who requires follow-up medical attention for a work-related injury or illness will be paid for actual time lost from his regular scheduled shift in the treatment process.

of pay for new or changed jobs within the bargain shall be established by the Company. If by the Union, the Company will review with Union officials the procedure used in making termination. The Union may challenge a rate for changed jobs through the grievance procedure, Step 1, as described in Paragraph (22), and at any time within thirty (30) calendar days after the rate becomes effective.

Change in the rate results, the change will be effective to the date the rate for the new or changed job goes into effect by the Company or the date the Union files the grievance, whichever date is earlier.

Eight time rate of pay for probationary employees is fifty (\$0.50) cents per hour less than the rates set forth in Exhibit A.

Employee who is assigned temporarily by his Manager to a job in a higher rate classification than the job to which he is permanently assigned shall be paid the rate of the job to which he is permanently assigned for the period of his temporary assignment, but the total period of such assignment during any one shift is in excess of one (1) hour.

Employee who is assigned temporarily by his Manager to a job in a lower rate classification than the job to which he is permanently assigned shall continue to be paid the rate of the job to which he is permanently assigned during the period of such temporary assignment. Employee permanently reassigned to a lower rated job shall continue to draw his regular classification pay and shall assume the duties of his new job.

Employee who, while at work, receives an injury that requires him to leave the plant for the rest of the shift on which the injury occurred will be paid at the regular rate to the end of that shift. Any employee who requires follow-up medical attention for a work-related injury or illness will be paid for actual time lost in excess of his regular scheduled shift in the treatment process.

This applies only to those employees actually at work at the time of treatment. For the purpose of this paragraph "injury" includes illness which is known to result from the work the employee is doing.

RETIREMENT PLAN

(101) As of August 16, 2000, eligible employees shall be covered by the retirement programs identified herein, including the W. R. Grace & Co. Hourly Retirement Plan ("New Retirement Plan") which is incorporated by reference into this Agreement together with the following basic retirement benefit: Thirty-four dollars (\$34.00) per month per year of credited service.

(i) For benefit calculation purposes, employees who are entitled to a benefit under the Pre-93 Retirement Plan (as defined herein) as of August 16, 2000, but who are not, as of August 15, 2000, actually receiving retirement benefits from the defined benefit retirement plan sponsored by the Company in 1992 for Owensboro Plant employees represented by the Union (the "Pre-93 Retirement Plan"), the benefit provisions of the Pre-93 Retirement Plan shall be amended to increase the monthly retirement benefit (paid as a straight life annuity) from \$23.00 for each year of service, to \$34.00 for each year of service. Each such employee shall be entitled to such benefits as of his or her retirement date (within the meaning of the Pre-93 Retirement Plan). This provision shall not apply to employees who are receiving retirement benefits from the Pre-93 Retirement Plan as of August 15, 2000, nor shall this provision apply to any former employee of the Owensboro Plant, whose employment terminated prior to August 16, 2000, whether or not such former employee is currently receiving benefits under the Pre-93 Retirement Plan. In no event shall service after December 29, 1992 be counted for benefit calculation purposes under the Pre-93 Retirement Plan.

(ii) For benefit calculation purposes with respect to the

New Retirement Plan, employees will be entitled to \$34.00 per month per year of service at the Owensboro Plant from the most recent date of hire with the Company on or after August 16, 2000. In no event shall service prior to August 16, 2000 be counted for benefit calculation purposes under the New Retirement Plan.

- (iii) For eligibility to participate in the Company retiree life insurance program and the Company retiree medical plan (the full cost of which will be borne by the employee), and for eligibility and vesting purposes under any defined benefit retirement plan the terms "service" or "seniority" shall be defined as follows:

Length of continuous service at the Owensboro Plant, including service with any predecessor employer prior to August 16, 2000, and service with the Company on or after that date.

As required by law, employees will not be allowed to receive Company retirement benefits from any defined benefit retirement plan while working for the Company, unless they were receiving such retirement benefits as of August 15, 2000.

- (iv) For current employees who are not receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates, increase the monthly benefit for all Grace service under the Pre-'93 Grace Retirement Plan (if applicable) and under the New Retirement Plan as follows:

- Effective 5-6-02: Increase by \$2.00
- Effective 5-6-03: Increase by \$2.00
- Effective 5-6-04: Increase by \$2.00

- (v) For current employees who are receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates increase the monthly benefit for Grace service

Retirement Plan, employees will be entitled to \$10.00 per month per year of service at the Owensboro Plant from the most recent date of hire by the Company on or after August 16, 2000. Incent shall service prior to August 16, 2000 be used for benefit calculation purposes under the Retirement Plan.

eligibility to participate in the Company retiree insurance program and the Company retiree medical plan (the full cost of which will be borne by employee), and for eligibility and vesting purposes under any defined benefit retirement plan the "service" or "seniority" shall be defined as follows:

length of continuous service at the Owensboro Plant, including service with any predecessor company prior to August 16, 2000, and service with the company on or after that date.

As required by law, employees will not be allowed to receive Company retirement benefits from any defined benefit retirement plan while working for the company, unless they were receiving such retirement benefits as of August 15, 2000.

For current employees who are not receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates, increase the monthly benefit for all Grace service under the Pre-'93 Grace Retirement Plan (if applicable) and under the New Retirement Plan as follows:

- Effective 5-6-02: Increase by \$2.00
- Effective 5-6-03: Increase by \$2.00
- Effective 5-6-04: Increase by \$2.00

For current employees who are receiving a retirement benefit under the Pre-'93 Grace Retirement Plan, who retire on or after the following effective dates, increase the monthly benefit for Grace service

under the New Retirement Plan as follows:

- Effective 5-6-02: Increase by \$2.00
- Effective 5-6-03: Increase by \$2.00
- Effective 5-6-04: Increase by \$2.00

The Company expressly reserves the right to amend, modify or terminate the terms of any post-retirement health and life insurance benefits at any time and to interpret the provisions of those benefits with respect to its employees, provided that such amendment, modification, termination or interpretation applies to all similarly situated employees of W. R. Grace & Co.

JURY DUTY

(102) Any employee other than a probationary employee, who is called for Jury Duty and who is absent for that reason on a day he has been scheduled to work, shall be paid an amount equal to eight (8) times such employee's straight time rate. To be eligible for such payments, the employee must fulfill the following requirements:

- (a) Notify his Manager on the first working day after receipt of notice to report for jury duty.
- (b) Furnish a written statement from the appropriate public official showing the dates and time he served as a juror.
- (c) Report for work as soon as possible on any regular working day when he has been excused in advance from jury duty or when he has been excused within two (2) hours after reporting for jury duty.

It is understood that any earnings of an employee for straight-time hours which he works on a day when he has been excused from jury duty are credited toward any payment that may be due under this paragraph.

Payments due under this paragraph shall be paid no later than the regular pay day for the week in which the jury

duty was served, provided the employee has submitted the written statement described in (b) above on or before the Tuesday preceding that pay day; otherwise, no later than the regular pay day next following submission of such statement.

GENERAL CONDITIONS

(103) If it is considered necessary by the Company, representatives of management outside the bargaining unit may do work normally included in any job within the bargaining unit under the following conditions:

- (a) In instances when employees are not immediately available and prompt action is necessary to prevent or minimize hazardous conditions or to handle serious emergencies requiring immediate action.
- (b) In the instruction or training of persons employed by the Company, or
- (c) When experimental, development or research work is needed.

It is understood that such work shall not be the cause of displacing employees from their regularly assigned jobs or adversely affecting their employment status with the Company.

(104) Employees will be paid on Thursday (after 3:00 P.M.) for all hours of work performed during the preceding work-week. If a regular pay day falls on a Thursday which is observed as holiday in the Plant, the last scheduled working day (after 3:00 P.M.) shall be the pay day in that week. In case of a person discharged, payment of any earnings due at the time of discharge shall be given or mailed to the employee before the end of the next regularly scheduled working day.

(105) The Company will make available to the Union printed copies of this Agreement in sufficient quantity to provide a copy to each employee within the bargaining unit.

s served, provided the employee has submitted the statement described in (b) above on or before the preceding that pay day; otherwise, no later than the regular pay day next following submission of such statement.

GENERAL CONDITIONS

considered necessary by the Company, representation management outside the bargaining unit may do normally included in any job within the bargaining unit under the following conditions:

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on experimental, development or research work needed.

understood that such work shall not be the cause of laying off employees from their regularly assigned jobs solely affecting their employment status with the Company.

Employees will be paid on Thursday (after 3:00 P.M.) for work performed during the preceding work week. If a regular pay day falls on a Thursday which is a holiday in the Plant, the last scheduled workday (after 3:00 P.M.) shall be the pay day in that week. If a person discharged, payment of any earnings at the time of discharge shall be given or mailed to the employee before the end of the next regularly scheduled pay day.

The Company will make available to the Union printed copies of this Agreement in sufficient quantity to provide each employee within the bargaining unit.

(106) The Company shall continue to use bargained-for employees for its core maintenance work. The Company shall use contractors for specialized jobs and large projects including painting and insulation work, except in the event the Union and the Company agree that bargained-for employees should do these tasks on a case by case basis.

(107) The Company and the Union agree to have janitorial service for the perimeter office areas to be provided by third party contractors. The Union shall continue to perform janitorial services for the production areas and hourly break rooms.

EMPLOYMENT CONTRACTS

(108) The Union acknowledges the right of the Company to require from each employee an Employment Contract which safeguards the property, formulas, and trade secrets of the Company, but which does not limit the employee's rights to collective bargaining. Existing Employment Contracts are unaffected by this Agreement, and shall, unless changed by mutual consent, continue in accordance with their terms. If there is at any time any conflict between any provisions of this Agreement and the provision of Employment Contracts, the provision of this Agreement shall govern.

SAFETY AND HEALTH

(109) The Company will continue to maintain safe and clean working conditions and facilities, as required by applicable State or Federal Laws or Regulations. The Union recognizes the desirability of maintaining such conditions and facilities at all times and agrees to cooperate with the Company in that respect.

There is a \$125.00 allowance towards the purchase of safety shoes per year per employee upon proof of purchase.

Current employees will be subject to a program of periodic

odic examinations and/or medical tests appropriate to monitor exposure to known or suspected health risks occurring in the work environment. Each employee will be given a copy of his/her individual test results and a review of such results by the Company's examining physician. Time spent taking such examinations and reviewing the results thereof shall be compensated at the employee's regular straight time rate plus applicable shift premium. Nothing in this policy shall be construed as obviating responsibility for compliance with Federal, State and local laws and regulations with respect to health and safety and fair employment practices, and the implementation of this policy shall be accomplished in accordance with such laws.

VOTING

- (110) Only employees shall be entitled to take part in any voting conducted by the Union on matters pertaining to this Agreement or the application of its terms.

POSTING OF NOTICES

- (111) The Company will allow the Union to post information regarding Union policies and affairs which do not have a detrimental effect on the operation of the Company or which would not cause the Company to be legally liable for the acts of its employees.

ACCESS TO THE PLANT

- (112) Representatives of the Union not employed by the Company may visit employees in the Plant for Union business only provided they obtain permission from the Plant Manager or his designated representative prior to such visit.

DURATION

- (113) The provisions of this Agreement shall be effective as of 12:01 a.m. on May 6, 2002 and continue in effect until 12:01 a.m., May 2, 2005. Either party may, sixty (60)

examinations and/or medical tests appropriate to exposure to known or suspected health risks in the work environment. Each employee will receive a copy of his/her individual test results and a copy of such results by the Company's examining physician spent taking such examinations and reviewing the results thereof shall be compensated at the employee's straight time rate plus applicable shift premium. This policy shall be construed as obviating any conflict with Federal, State and local laws and regulations with respect to health and safety employment practices, and the implementation of this policy shall be accomplished in accordance with the following:

VOTING

Employees shall be entitled to take part in any vote conducted by the Union on matters pertaining to this Agreement or the application of its terms.

POSTING OF NOTICES

The Company will allow the Union to post information regarding Union policies and affairs which do not have a material effect on the operation of the Company or would not cause the Company to be legally liable to its employees.

ACCESS TO THE PLANT

Representatives of the Union not employed by the Company may visit employees in the Plant for Union business only provided they obtain permission from the Plant Manager or his designated representative prior to the visit.

DURATION

Provisions of this Agreement shall be effective as of 12:01 a.m. on May 6, 2002 and continue in effect until 11:59 p.m., May 2, 2005. Either party may, sixty (60)

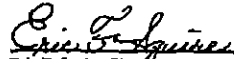
days prior to May 2, 2005, give notice of its desire to terminate or amend this Agreement. If neither party exercises this privilege, the Agreement will continue in full force and effect for another period of one (1) year from May 2, 2005.

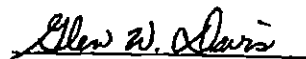
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be entered into and signed by their duly authorized representative as of May 06, 2002.

AGREED

W. R. Grace & Co.-Conn.
Grace Performance Chemicals

The International Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths, Forgers and
Helpers (AFL-CIO), Local Lodge No. 727


Eric F. Squire, Plant Manager


Glen W. Davis, President - Local 727


C. David Roehm, Vice President - Local 727


Paul G. Mitchell, Committeeman - Local 727

**EXHIBIT A
WAGE RATES**

RATE CLASSIFICATION	GRADE	Effective 05/08/2002	Effective 05/05/2003	Effective 05/03/2004
Utility Helper	B	16.88	17.39	17.91
Packager	D	17.53	18.06	18.60
Shipper Helper	D	17.53	18.06	18.60
Shipper/Receiver	G	18.36	18.91	19.48
Chemical Helper	G	18.36	18.91	19.48
Control Lab Tech (0-6 mos.)	H	18.63	19.19	19.77
Control Lab Tech (6-12 mos.)	I	18.92	19.49	20.07
Control Lab Tech (12 mos.)	J	19.19	19.77	20.36
Control Lab. Instrument Tech (1)	J	19.19	19.77	20.36
Chemical Operator B (0-6 mos.)	J	19.19	19.77	20.36
Chemical Operator B (6-12 mos.)	K	19.51	20.10	20.70
Chemical Operator A (12 mos.)	L	19.84	20.44	21.05
Control Room Operator/Field Operator (3)	-	-	-	-
-Operator (0-6 mos.) Gen. Train. Certified	L	19.84	20.44	21.05
-Operator (6-12 mos.) Field Certified	M	20.09	20.69	21.31
-Operator (12 mos.) Full Control Rm. Certified	N	20.34	20.95	21.58
General Maint. (12 mos. / Trainee) (2)	MT	18.07	18.61	19.17
General Maint. (9 mos.)	MG	19.90	20.50	21.12
General Maint. (Full)	MI	20.36	20.97	21.60

NOTE #1:

Control Lab Instrument Tech. will be paid a ten (.10) cent per hour premium.

NOTE #2:

An employee entering the Maintenance Helper-Trainee Program, will receive his current rate or trainee rate, whichever is higher, for the duration of the training period.

NOTE #3:

A Control Room Operator/Field Operator may be assigned to any work station for which he has received training, to do either control room duties or field operator duties, subject to the bidding procedure in the case of permanent transfers between work stations. An employee must be qualified to perform field operator duties before he can become qualified to perform control

**EXHIBIT A
WAGE RATES**

	GRADE	Effective 05/02/2002	Effective 05/05/2003	Effective 05/03/2004
Instrument Tech	B	16.88	17.39	17.91
	D	17.53	18.08	18.60
	D	17.53	18.06	18.60
	G	18.36	18.91	19.48
	G	18.36	18.91	19.48
Instrument Tech (1)	H	18.63	19.19	19.77
Instrument Tech (2)	I	18.92	19.49	20.07
Instrument Tech (3)	J	19.19	19.77	20.36
Instrument Tech (4)	J	19.19	19.77	20.36
Instrument Tech (5)	K	19.51	20.10	20.70
Instrument Tech (6)	L	19.84	20.44	21.05
Instrument Operator (3)	-	-	-	-
Instrument Operator (4)	L	19.84	20.44	21.05
Instrument Operator (5)	M	20.09	20.69	21.31
Instrument Operator (6)	N	20.34	20.95	21.58
Instrument Operator (7)	-	-	-	-
Instrument Operator (8)	MT	18.07	18.61	19.17
Instrument Operator (9)	MG	19.90	20.50	21.12
Instrument Operator (10)	MI	20.36	20.97	21.60

Instrument Tech. will be paid a ten (.10) cent per

entering the Maintenance Helper-Trainee receive his current rate or trainee rate, whichever is duration of the training period.

Instrument Operator/Field Operator may be assigned to work for which he has received training, to do either control room duties or field operator duties, subject to the bidding process. In the case of permanent transfers between work assignments, the employee must be qualified to perform field operator duties or he can become qualified to perform control

room duties. Employees assigned to this position will rotate on a scheduled basis between control room duties and field operator duties, once qualified. The filling of this position will be subject to the bidding procedure as the Chemical Operator jobs are eliminated.

**EXHIBIT B
INSURANCE AND HEALTH BENEFITS**

Effective August 16, 2000, the following W. R. Grace & Co. benefit programs, the terms of which are incorporated by reference into this Agreement, shall be made available to the employees together with the coverages therein described.

- Life Insurance

- Basic Life of \$31,000
- Supplemental Life (Choice of \$31,000, \$62,000 or \$93,000)
- Dependent Life

	Spouse	Per Child
	\$5,000	\$1,000
	\$10,000	\$2,000
	\$20,000	\$4,000

- Temporary Disability Insurance

At 70% of the employee's current straight-time rate of pay. Payments begin on the first day because of non-industrial accident, and on the fourth day because of sickness. Payments continue for a maximum of twenty-six (26) weeks.

- Voluntary Group Accident Insurance
- Business Travel Insurance
- Medical Coverage
- Dental Coverage
- Long Term Disability Insurance

EXHIBIT C
SAVINGS AND INVESTMENT PLAN

The Company will make the W. R. Grace & Co. Savings and Investment Plan (hereinafter the "S&I Plan" or "Attachment C") available to all eligible hourly employees covered by the Agreement. The Company will continue to make the S&I Plan available to such covered employees as said S&I Plan may be modified or amended from time to time at the Company's sole discretion, for as long as it makes the same S&I Plan available to certain other hourly employees of W. R. Grace & Co. or its subsidiaries who are not covered by the Agreement, and on the same terms and conditions as it makes the S&I Plan available to such other employees. Employees will be eligible to participate in the S&I Plan as of August 16, 2000, without any waiting period, provided that they were participants in the Dow Chemical Company's Savings Plan as of August 15, 2000.

Subject to the requirements set forth in the preceding paragraph, the Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend or modify the S&I Plan, and interpret and apply the S&I Plan terms, at any time, including during the term of this Agreement, in its sole discretion. The Union hereby waives all rights or claims of right to bargain collectively or to arbitrate with respect to the S&I Plan or similar, supplementary or substitute plan, or with respect to the application, interpretation, amendment or termination of the S&I Plan, and further agrees that it will not attempt to require the Company to bargain or arbitrate over such matters.

The Company agrees to advise the Union of any changes to the S&I Plan adopted by the Grace Board of Directors or its designee.

EXHIBIT C
SAVINGS AND INVESTMENT PLAN

will make the W. R. Grace & Co. Savings and (hereinafter the "S&I Plan" or "Attachment C") eligible hourly employees covered by the S&I Plan. The Company will continue to make the S&I Plan available to covered employees as said S&I Plan may be amended from time to time at the Company's sole discretion as long as it makes the same S&I Plan available to hourly employees of W. R. Grace & Co. or its subsidiaries who are not covered by the Agreement, and on the same conditions as it makes the S&I Plan available to other employees. Employees will be eligible to participate in the S&I Plan as of August 16, 2000, without any waiting period if they were participants in the Dow Chemical Savings Plan as of August 15, 2000.

Requirements set forth in the preceding paragraph, the Company specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend or modify the S&I Plan, and interpret and apply the S&I Plan in its discretion. The Union hereby waives all rights or claims of right to bargain collectively or to arbitrate with respect to the application, interpretation, amendment or termination of the S&I Plan, and further agrees that it will not attempt to require the Company to bargain or arbitrate over such matters.

The Company agrees to advise the Union of any changes to the S&I Plan as approved by the Grace Board of Directors or its

EXHIBIT D
PAY-FOR-PERFORMANCE PLAN

Effective August 16, 2000, the Grace Pay-For-Performance Plan ("PFPP") will be applicable to all employees. The Union hereby specifically acknowledges and agrees that the Company has the unilateral right to revoke, terminate, suspend or modify the PFPP at any time. The Union hereby waives all rights or claims of right to bargain or to arbitrate with respect to the PFPP, or with respect to the application, interpretation, amendment or termination of the PFPP, and further agrees that it will not attempt to require the Company to bargain or arbitrate over such matters.

EXHIBIT E
SEVERANCE

Effective August 16, 2000, in the event an employee is involuntarily terminated by the Company due to a permanent closing or partial closing of the Owensboro Plant during the term of this Agreement, the Company shall provide a severance payment to said employee in an amount equal one (1) week of base pay (exclusive of overtime or extra compensation of any kind) for each year of service, calculated by considering service with Hampshire (and service with any predecessor employer) at the Owensboro site prior to August 16, 2000, and service with the Company on or after that date. Any employee eligible for severance under this provision may elect to receive his or her severance pay in a single lump sum at time of termination, or in regular pay period installments following termination. If said employee elects to receive severance pay in a single lump sum, coverage under all Company benefit plans in which he or she was a participant as of his or her last scheduled work date, will end as of the end of the month in which he or she receives this lump sum payment, except with respect to coverage under the pension and savings and investment plans, which will cease as of the employee's last day of active employment. If said employee elects to receive his severance pay by installments, he or she will be covered by the following Company benefit plans.

and no others, during the severance pay period, provided he or she is a participant in said plans on his or her last day of employment with the Company:

- The Medical Plan
- The Dental Plan
- The Life Insurance Plan
- The Voluntary Group Accident Plan

EXHIBIT F

The following are established Maintenance Rate Classifications:

MT - Maintenance Helper-Trainee	12 Months
MG - General Maintenance	9 Months
MI - General Maintenance	

The number of openings in any rate classification will be determined by the Company. When an opening in the Maintenance Helper/Trainee classification exists, the Company will post the job for bid and will consider those qualified production employees with twelve- (12) months seniority on the basis of ability and aptitude. Where these two factors are relatively equal, seniority will govern the selection. All applicants who have applied for the posted job will be considered evaluated for no longer than six (6) months from the time of the job posting. All applicants who were not selected within a six- (6) month time period of the initial posting must re-bid on any future Maintenance openings.

The Maintenance Helper/Trainee will retain his production seniority for demotion purposes for twelve (12) months. If the Maintenance Helper/Trainee has demonstrated satisfactory qualifications and performance, he will advance to classification MG after one (1) year. A production employee will assume a Maintenance department seniority date for promotional and lay off purposes at the time he assumes the MG rate. This Maintenance department seniority date will include the period in which he was in the MT rate classification.

uring the severance pay period, provided he or
nt-in said plans on his or her last day of employ-
company:

cal Plan
d Plan
nsurance Plan
tary Group Accident Plan

EXHIBIT F

e established Maintenance Rate Classifications:

Maintenance Helper-Trainee 12 Months
General Maintenance 9 Months
General Maintenance

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osting must re-bid on any future Maintenance

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tion purposes for twelve (12) months. If the
elper/Trainee has demonstrated satisfactory
d performance, he will advance to classification
1) year. A production employee will assume a
partment seniority date for promotional and lay
the time he assumes the MG rate. This
partment seniority date will include the period
in the MT rate classification.

The Maintenance Helper/Trainee who advances to rate MG and
above can exercise his production seniority only for lay off pur-
poses.

New employees can be hired into Maintenance in the following
areas: Instrument/Electrical, Mechanic, and Building
Maintenance. The next opening for Mechanic or Building
Maintenance after each new hire as a Mechanic or Building
Maintenance will be posted for bid. The successful bidder will
be selected per the second paragraph of this Exhibit D. New
employees hired into Maintenance will start at rate classification
MG.

A ten (10) cent an hour premium will be paid to Maintenance
employees who are regularly assigned to Instrument/Electrical
work. Employees assigned to shift coverage will be compen-
sated at the ten (10) cent per hour premium only for those hours
actually devoted to the above specialties.

Maintenance overtime will be divided among employees
assigned to the following groups: General Maintenance,
Instrument/Electrical, and Building Maintenance.

Shift coverage assignments will normally be made by assigning
the employees with the least Maintenance Department seniority
to shifts according to their normal work assignment. If a rotat-
ing shift assignment exists and there are no volunteers, then the
opening will be filled by transferring the least senior employee
in the work assignment regardless of rate classification. An
employee in rate classification MG or MI who wishes to change
his shift assignment (days or rotating 3 shifts or 4 shifts) will
submit a request in writing to the Maintenance Department.

When an opening exists by a change in staffing or attrition, the
vacancy will be filled by the employee with the greatest
Maintenance Department seniority who has a request on file. If
a rotating shift opening remains after the initial vacancy is filled,

it will be filled by transferring the most senior (Maintenance Department seniority) day or rotating shift employee with a request on file or assigning the least senior (Maintenance Department seniority) day shift employee if no requests are on file.

If a Maintenance Department employee has a request on file for a period of three (3) months and no openings become available due to a change in staffing or attrition, then he may displace the least senior Maintenance Department employee on that shift (days or rotating 3 shifts or 4 shifts). The vacancy created will be filled according to the terms of this paragraph. This request can only be done once every twelve- (12) months.

A maintenance employee for health or personal reasons, on a case-by-case basis, may transfer to production by mutual agreement of the Company and the Union, provided the maintenance vacancy is filled by a successful bidder in accordance with the second paragraph of Exhibit F. Said employee will be transferred to production in accordance with the seniority provisions of the Agreement, and will not retain any maintenance seniority. This paragraph will only apply in the event of a job swap.

A maintenance tool allowance of \$150.00 per year, per Maintenance employee, will be permitted upon presentation of a paid receipt showing the tool purchased and the purchase price (tax included).

EXHIBIT G

Drug & Alcohol Policy & Testing Procedures

It is the policy of the Company to promote a work environment and a work force which is free of illegal drugs and other mind-altering substances. The unlawful sale, manufacture, distribution, dispensation, possession or use of such substances on company property, or while conducting company business off company property is absolutely prohibited. Because of the severe threat to health, safety and security, all employees are required to report to work free from the effects of these substances and in

by transferring the most senior (Maintenance seniority) day or rotating shift employee with a or assigning the least senior (Maintenance seniority) day shift employee if no requests are on

e Department employee has a request on file for (3) months and no openings become available in staffing or attrition, then he may displace the maintenance Department employee on that shift (3 shifts or 4 shifts). The vacancy created will ing to the terms of this paragraph. This request e once every twelve- (12) months.

employee for health or personal reasons, on a sis, may transfer to production by mutual agree- npany and the Union, provided the maintenance l by a successful bidder in accordance with the ph of Exhibit F. Said employee will be trans- tion in accordance with the seniority provisions nt, and will not retain any maintenance seniori- ph will only apply in the event of a job swap.

e tool allowance of \$150.00 per year, per mployee, will be permitted upon presentation of owing the tool purchased and the purchase price

EXHIBIT G

Alcohol Policy & Testing Procedures

of the Company to promote a work environment e which is free of illegal drugs and other mind- ices. The unlawful sale, manufacture, distribu- on, possession or use of such substances on com- or while conducting company business off com- s absolutely prohibited. Because of the severe ; safety and security, all employees are required k free from the effects of these substances and in

the appropriate mental and physical condition.

The objectives of this policy are: to insure a safe, healthy work environment for our employees; to provide high-quality products and services for our customers; and to protect company property and assets. It is not the company's intention to require random drug testing.

(I) Testing Procedures

Tests for alcohol abuse will be done by blood sample. The sample for a blood test will be obtained and analyzed by qualified medical personnel at a clinic, laboratory or hospital (collectively "hospital") of the Company's choos- ing. The hospital may change from time to time at the Company's discretion with advance notice to the Union. If in a given situation the testing of an employee is not feasible due to the severity of the employee's belligerence or unconsciousness, the Company may deal with the employee in question without resort to testing in accord- ance with its normal performance standards, with con- sideration to be given within the next 48 hours for reha- bilitation. A positive test result is an alcohol concentra- tion that is considered the point of intoxication or point of being under-the-influence pursuant to the motor vehicle code and/or regulations of the Commonwealth of Kentucky, notwithstanding any contrary provision in the LabCorp Guidelines as defined below.

Drug testing will be conducted by a Company approved laboratory that is certified by the U.S. Department of Health and Human Services in conformance with the ana- lytical procedures described in the document titled LabCorp Testing Guidelines dated May, 2002 ("LabCorp Guidelines"), following receipt of the urine specimen from a Company approved clinic or collection site. The Company approved laboratory and clinic may change from time to time at the discretion of the Company, with advance notice to the Union.

Two concurrent samples will be provided, both samples will be sealed in the employee's presence with a tape which both the employee and the clinic's representative will sign, and transmitted to the qualified laboratory in accordance with its chain of custody procedures. One sample will be subjected to testing in accordance with the LabCorp Guidelines.

The second sample specimen jar will not be opened or tested, but will instead be stored frozen in accordance with the LabCorp Guideline procedures, except as otherwise provided below.

Test results will be reported back to the clinic and the Company physician and/or Medical Director (collectively "CMD"). The CMD will review the confirmed positive test results for consideration of alternative medical explanations, and will simultaneously consult with the affected employee and the Union president or his designee.

If the employee challenges a positive finding, he may request to have his second sample tested by a second laboratory that is certified by the U.S. Department of Health and Human Services. Such request must be made at the time of consultation with the CMD. Later requests will be denied as untimely. In the event a second test is requested, the second laboratory will utilize chain-of-custody and analytical procedures described in the LabCorp Guidelines. Except as otherwise provided above, no positive test results shall be transmitted to management unless such procedures have been adhered to.

At the time the sample is taken, the employee will have the opportunity to indicate what if any medication either prescription or over the counter he/she has taken during the past 30 days. Such information will be transmitted in strict confidence to the laboratory, and as necessary, to the CMD, and to no others. No tests shall be conducted to determine anything other than the presence of alcohol or

current samples will be provided, both samples sealed in the employee's presence with a tape with the employee and the clinic's representative on, and transmitted to the qualified laboratory in accordance with its chain of custody procedures. One sample will be subjected to testing in accordance with the LabCorp Guidelines.

Second sample specimen jar will not be opened or broken but will instead be stored frozen in accordance with LabCorp Guideline procedures, except as otherwise provided below.

Results will be reported back to the clinic and the attending physician and/or Medical Director (collectively "CMD"). The CMD will review the confirmed positive results for consideration of alternative medical explanations, and will simultaneously consult with the affected employee and the Union president or his designee.

If an employee challenges a positive finding, he may request to have his second sample tested by a second laboratory that is certified by the U.S. Department of Health and Human Services. Such request must be made at the time of consultation with the CMD. Later requests will be considered as untimely. In the event a second test is requested, the second laboratory will utilize chain-of-custody analytical procedures described in the LabCorp Guidelines. Except as otherwise provided above, no positive results shall be transmitted to management unless the procedures have been adhered to.

At the time the sample is taken, the employee will have the opportunity to indicate what if any medication either over the counter or by prescription he/she has taken during the past 30 days. Such information will be transmitted in confidence to the laboratory, and as necessary, to the CMD and to no others. No tests shall be conducted to determine anything other than the presence of alcohol or

controlled substances which may impair an employee's ability to perform his/her job, and no information shall be disclosed by the laboratory other than the presence and quantity of alcohol or controlled substances.

(II) Circumstances Under which Employees may be Tested

1. Drug or alcohol testing of employees may be required when there is reasonable suspicion of drug use and job performance problems have occurred. Evidence suggesting possible drug use includes but is not limited to:
 - a. Abnormal behavior or performance.
 - b. Activities carried out with obvious disregard for the health or safety of others.
 - c. Possession of drug paraphernalia.
2. Reasonable suspicion must be confirmed by a member of management and reviewed with the Plant Manager, the Union President or his designee before a drug screening is conducted. If the employee demonstrates that he/she is on prescription drugs and his/her condition corresponds with the side effects of such medication, there will be no drug testing required.
3. Where there is reasonable suspicion, the supervisor will encourage the employee to seek assistance in the Employee Assistance Program (EAP).
4. Periodic drug screening may be conducted for employees involved in specifically agreed upon critical jobs affecting safety. Such testing will not be performed on a random basis.

Affected employees will receive at least seven (7) days advance notice. If the parties are unable to agree upon which jobs should be subject to periodic testing, the matter shall be referred to final and binding arbitration.

ing arbitration conducted by a mediator under the auspices of the Division of Employment Standards and Mediation, Labor cabinet of the Commonwealth of Kentucky.

5. An employee refusing a periodic or reasonable suspicion drug screen may be disciplined subject to the following. Prior to discipline, an employee may request a meeting with the Plant Manager, or his designee and the Union President or his designee, to state the basis for his/her refusal to submit to testing.
6. If an employee tests positive, following the procedures set forth in Part I of this policy, the employee will not be disciplined unless:
 - a. The results have been reviewed by the Company Medical Director.
 - b. The employee refuses treatment by a qualified rehabilitation program; or
 - c. The employee has previously tested positive and participated in a mandatory rehabilitation program as required by this section of the policy (II6). This section does not apply to employees who without being tested, voluntarily participate in an alcohol or drug treatment program.

Any employee participating in a drug or alcohol rehabilitation program may be suspended with sickness and accident benefits during the period of rehabilitation.

7. The unlawful sale, manufacture, distribution, dispensation, possession or use of illegal drugs or other mind-altering substances on company property, or while conducting company business off company property is absolutely prohibited. Except as otherwise provided above, violations will subject the

bitration conducted by a mediator under the rules of the Division of Employment Standards Mediation, Labor Cabinet of the Commonwealth of Kentucky.

Employee refusing a periodic or reasonable suspicion drug screen may be disciplined subject to the following. Prior to discipline, an employee may meet with the Plant Manager, or his representative and the Union President or his designee, on the basis for his/her refusal to submit to test.

If an employee tests positive, following the procedure set forth in Part I of this policy, the employee may not be disciplined unless:

The results have been reviewed by the Company Medical Director.

The employee refuses treatment by a qualified rehabilitation program; or

The employee has previously tested positive and participated in a mandatory rehabilitation program as required by this section of the policy (II.6). This section does not apply to employees who without being tested, voluntarily participate in an alcohol or drug treatment program.

Any employee participating in a drug or alcohol rehabilitation program may be suspended with sick leave and accident benefits during the period of rehabilitation.

The unlawful sale, manufacture, distribution, distribution, possession or use of illegal drugs or other mind-altering substances on company property, or the conducting company business off company property is absolutely prohibited. Except as otherwise provided above, violations will subject the

employee to immediate discipline up to and including discharge.

(III) Record Keeping

1. All test results are confidential and will be maintained by the Company Medical Director. The release of this information is restricted to company personnel who have a substantial business need to know, but if such information is released, the employee will be immediately notified in writing of the release of the information, to whom the results are being released and for what purpose.

(IV) Rehabilitation and Training

A. Employee Assistance Plan (EAP)

1. The company recognizes drug and alcohol abuse as a major health problem and a hazard to safety, security and performance. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Plan (EAP) on their own initiative, and to seek counseling and referral for rehabilitation. The EAP is free for all employees and their dependents. All counseling is absolutely confidential.
2. Managers shall refer suspect employees to EAP.
3. Conscientious efforts to seek help from the EAP through referral or self-referral will not jeopardize an employee's current job or future opportunities, and will not be recorded in his or her personnel file. Participation in EAP, however, will not prevent normal discipline from occurring for violations of plant rules relating to other than drug or alcohol abuse.

B. Company Group Medical Plan or Health Maintenance Organization (HMO)

Other than an EAP, the cost of rehabilitation is the employee's responsibility. The Company's group medical plan, Health Maintenance Organization or other insurance plan in which the employee is enrolled shall provide a benefit which covers all or a portion of the expense (provided we maintain our current insurance coverage).

(V) Education and Awareness

Training of Supervisors, Managers & Others Training will be provided to supervisors and Managers to assist them in identifying the symptoms of drug abuse that may lead to or be causing a performance problem.

Training will also be provided to management and Union officers and stewards in making referrals to the EAP for troubled employees.

(VI) Definitions

A. Company Property

Company Property includes plants, offices, facilities, vehicles, automobiles, parking lots owned or leased by the company. It also includes customers' and suppliers' facilities and any site at which company business is transacted, whether on or away from company owned or leased property.

B. Qualified Rehabilitation Program

A qualified rehabilitation program is one which has been authorized by a physician or the EAP.

C. Items and Substances Covered

1. All illegal drugs and controlled substances under the Federal Controlled Substance Act of 1970.

Company Group Medical Plan or Health Maintenance Organization (HMO)

er than an EAP, the cost of rehabilitation is the employee's responsibility. The Company's group medical plan, Health Maintenance Organization or other insurance plan in which the employee is enrolled shall provide a benefit which covers all or a portion of the expense (provided we maintain our current insurance coverage).

Education and Awareness

ing of Supervisors, Managers & Others Training provided to supervisors and Managers to assist in identifying the symptoms of drug abuse that could lead to or be causing a performance problem.

ing will also be provided to management and officers and stewards in making referrals to the appropriate troubled employees.

Company Property

Company Property includes plants, offices, facilities, vehicles, automobiles, parking lots owned or leased by the company. It also includes customers' and suppliers' facilities and any site at which company business is transacted, whether on or away from company owned or leased property.

Qualified Rehabilitation Program

A qualified rehabilitation program is one which has been authorized by a physician or the EAP.

Drugs and Substances Covered

All illegal drugs and controlled substances under the Federal Controlled Substance Act of 1970.

2. Drug Paraphernalia
3. Mind-altering substances that impair performance.
4. Prescription drugs may be permitted provided:
 - a. these drugs are prescribed by a physician for the person in possession of them and are used as prescribed;
 - b. these drugs are kept in their originally marked container; or the employee can validate his/her prescription.
 - c. The side effects of these drugs do not pose a threat to safety or significantly alter performance.
5. "Over-the-counter" medications may be permitted provided:
 - a. they are used as directed for the purpose for which they are intended;
 - b. these drugs are kept in their original marked container; and
 - c. the side effects of these drugs do not pose a threat to safety or significantly alter performance.

(VII) Conflict with Legal Obligations

Nothing in this policy shall be construed as obviating responsibility for compliance with Federal, State and local laws with respect to fair employment practice and implementation of this policy shall be accomplished in accordance with such laws.

Effective Date of Policy: August 30, 1993.

LABCORP TESTING GUIDELINES

May 2002

Receipt & Accession

Laboratory Corporation of America Holdings' ability to provide legal quality (i.e. forensic) data has not only been the result of the high quality data produced, but also the ability to establish the legal integrity of the samples through an extensive chain-of-custody program. This program provides for custodial care of both the original specimens and the sample aliquots during testing, as well as the documents received or generated during the sample's processing.

It is LabCorp's standard operating procedure that the individuals directly responsible for all sample receipt, preparation and analysis document their actions with their signature on all appropriate worksheets or data reports. Upon receipt of specimens from the client, LabCorp occupational testing services begins documentation of the chain-of-custody on the original document received. This document is used for data entry and is then secured in a file, thereby protecting the confidentiality of the individual being tested.

An important element of the chain-of-custody process is physical sample control. Samples pending analysis are kept in secured refrigerated areas; samples awaiting confirmation are kept in secured refrigerated areas with access limited to appropriate personnel. After completion of testing, all positive samples are frozen at -20 degrees centigrade and maintained under LabCorp occupational testing services chain-of-custody for a period of one year in the original bottle. This service provides for the availability of the original sample in the event of legal challenge. Arrangements can be made for longer storage for specific samples.

The Receiving Section functions as the entrance point for specimens arriving at the laboratory for analysis. Samples

ORP TESTING GUIDELINES

May 2002

Accession

LabCorp's ability to provide (i.e. forensic) data has not only been the high quality data produced, but also the ability to maintain the legal integrity of the samples through the chain-of-custody program. This program provides the same level of care of both the original specimens and aliquots during testing, as well as the documentation generated during the sample's process.

Standard operating procedure that the individual responsible for all sample receipt, preparation, analysis document their actions with their signature on appropriate worksheets or data reports. Upon receipt of specimens from the client, LabCorp occupational services begins documentation of the process on the original document received. This document is used for data entry and is then secured in a manner protecting the confidentiality of the individual.

One element of the chain-of-custody process is the control. Samples pending analysis are stored in refrigerated areas; samples awaiting confirmation are kept in secured refrigerated areas with access to appropriate personnel. After completion of testing, positive samples are frozen at -20 degrees Celsius and maintained under LabCorp occupational services chain-of-custody for a period of one year. This service provides for the availability of the original sample in the event of legal challenges. Samples can be made for longer storage for 35.

Section functions as the entrance point for samples coming at the laboratory for analysis. Samples

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are received under strict chain of custody which begins when the Receiving Clerk signs to show proof of receipt of the sample from the overnight express service or LabCorp courier service. Each incoming specimen is inspected thoroughly for adherence to field collection protocol (properly completed chain-of-custody forms, any evidence of tampering with the package bottle, and sufficient sample volume. Sample bottle identifier is verified against the chain-of custody form).

Individual specimen bags are opened (one at time) by the receiver and the bottle and chain-of-custody (COC) forms are removed. The package, bottle and COC forms are inspected. Barcode scanning equipment is used to verify sample ID. The Receiver completes the COC forms. The barcode number on the chain of custody form and bottle seal functions as the accession number.

Specimens are aliquoted at the aliquoting station in the Receiving area following receiving and accessioning the sample. One at a time, the specimen bottle seal is scanned to generate copies of the barcode that is placed on the Olympus screening tubes and bottle caps. The bottle seal is broken, one bottle at a time and an aliquot is poured into an Olympus tube. The handling of the aliquots is documented on a chain of custody form and transferred to the Screening laboratory staff for analysis.

Initial Testing (Screening)

Urine drug screen analyses are conducted according to the Department of Transportation (DOT) testing as specified in CFR Part 382. Non-regulated samples are processed utilizing similar protocols.

Initial testing of urine specimens is performed using FDA-approved immunoassays. Roche Diagnostics Corporation has developed a method, which incorporates microparticle technology and is adaptable for high-volume testing laboratories. Abuscreen(ONLINE automated assays are based on the kinetic interaction of microparticles in solution (KIMS) as measured by changes in light transmission.

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An assay has been developed for each class of drug. The antibodies used in the assays have been developed from both monoclonal and polyclonal lines to optimize specificity towards particular compounds.

These reagents have been found to be extremely reliable for the identification of the presence of the analytes (drugs) of interest. Several published scientific studies and presentations at scientific meetings attest to the performance of these reagents. When compared to alternate reagents the ONLINE reagents demonstrated:

- Reduced rate of false presumptive positives for initial tests of amphetamine and methamphetamine.
- Greater clinical "pick up" rate at the cutoff for specimens from marijuana users.
- Greater discrimination between positive and negative specimens.
- Many adulterants or potential urine interferents have no impact on the ONLINE tests.

The testing strategy for initial tests begins with validation of the equipment (Olympus AU5200 automatic analyzers). This process includes performing routine scheduled equipment maintenance followed by instrument calibration using calibration standards of known concentrations from 0 ng/ml to twice the cutoff.

The cutoffs (detection limits) for the Abuscreen(ONLINE reagents are as follows: (These drugs and cut-offs are mandated and approved by the Department of Health and Human Services, Mandatory Guidelines for Federal Workplace drug testing Programs.)

been developed for each class of drug. The assays in the assays have been developed from monoclonal and polyclonal lines to optimize specificity for particular compounds.

These assays have been found to be extremely reliable for the detection of the presence of the analytes in the samples. Several published scientific studies and data at scientific meetings attest to the performance of these reagents. When compared to alternate methods, the ONLINE reagents demonstrated:

1. A low rate of false presumptive positives for the detection of amphetamine and methamphetamine.

2. A high clinical "pick up" rate at the cutoff for specimens from marijuana users.

3. Good discrimination between positive and negative specimens.

4. No interference from adulterants or potential urine interferents on the ONLINE tests.

The strategy for initial tests begins with validation of the method (Olympus AU5200 automatic analyzers). This includes performing routine scheduled equipment maintenance followed by instrument calibration using standards of known concentrations from above and below the cutoff.

The detection limits for the Abuscreen (ONLINE) are as follows: (These drugs and cut-offs are approved by the Department of Health and Services, Mandatory Guidelines for Federal Drug Testing Programs.)

Drug/Metabolite	Cutoff Concentration (ng/ml)	Drug/Metabolite	Cutoff Concentration (ng/ml)
Amphetamines	1,000	Phencyclidine	25
Cannabinoids	50	Barbiturates	300
Cocaine	300	Benzodiazepines	300
Opiates	2000	Ethanol	0.02 g/dl

Calibration of the instrument(s) is validated using a series of control materials that are fortified with the drug of interest at concentrations above and below the cutoff concentrations. The calibration of each instrument is applied to each subsequent batch of donor specimens.

Preservation of sample integrity and the incorporation of appropriate open (known to the analyst) and blind (unknown to the analyst) control specimens are of primary importance in initial testing procedures. All aliquots of original specimens received in the laboratory are under chain-of-custody protocols.

Each batch of specimens includes up to 47 donor specimens, one blind quality control specimen. These 48 samples are distributed among 5 ten-space Olympus racks. When the aliquots are received in the Screening laboratory the first and last available positions in the batch are empty.

Prior to the batch being loaded into the Olympus analyzer a positive (125% of cutoff) and negative open control is placed into these two positions, respectively. In addition, an above cutoff control (125% of cutoff) and a below cutoff control (70% of cutoff) are analyzed at the end of each batch. The control sequence is for each drug tested. The result is a batch of 47 donor samples and associated controls (4 open and 1 blind control) -- a quality control challenge of more than the "minimum" of 10%.

This batch of specimens and associated controls includes a custody and control form to indicate the individuals who handled specimen bottles and aliquots (portions of the

specimen). An aliquot custody and control form remains with the aliquots throughout the analysis up to and including disposal.

The automatic analyzers are connected through a bi-directional interface with the Laboratory Information Management System (LMS). When the rack of aliquot tubes enters the analyzer, the barcode scanner detects the specimen identification number, and schedules the appropriate test profile, based on the information set up in the account. Thus, the drug analyses and the specific adulterant/dilution tests, which are ordered, are conducted during the transit of the aliquot tube on the automatic analyzer.

At the completion of the analysis, results for samples are automatically entered into the LMS database by the analyzer's data management system. Data review of the Olympus analyses is performed utilizing proprietary software on the LMS and requires certain, clearly defined criteria to be satisfied. A complete list of these criteria is included in the Standard Operating Procedure, which is available for review upon inspection. Further, the aliquot chain-of-custody and data files are reviewed by an individual trained in data review. After these reviews, specimens that do not satisfy criteria are flagged and the screening analysis is repeated with appropriate quality control samples. Upon completion of analysis, a certifying scientist performs the data review and authorizes the release of negative and presumptive positive results.

A specimen is deemed presumptive positive if the drug concentration is equal to or greater than the cutoff. Immunoassays are considered to be semi-quantitative only and should not be used to determine the concentration of drug or drug metabolite present in a specimen. In addition, because of potential cross-reactivity, all presumptive positives must be confirmed by gas chromatography-mass spectrometry (GC/MS).

an aliquot custody and control form remains intact throughout the analysis up to and including

each analyzer is connected through a bi-interface with the Laboratory Information System (LMS). When the rack of aliquots, the analyzer, the barcode scanner detects the identification number, and schedules the test profile, based on the information set up in it. Thus, the drug analyses and the specific confirmation tests, which are ordered, are conducted in transit of the aliquot tube on the automatic

completion of the analysis, results for samples are entered into the LMS database by the management system. Data review of the analyses is performed utilizing proprietary software LMS and requires certain, clearly defined criteria to be satisfied. A complete list of these criteria is in the Standard Operating Procedure, which is reviewed upon inspection. Further, the aliquot custody and data files are reviewed by an individual in data review. After these reviews, specimens that do not satisfy criteria are flagged and the analysis is repeated with appropriate quality controls. Upon completion of analysis, a certifying technician performs the data review and authorizes the negative and presumptive positive results.

A result is deemed presumptive positive if the drug concentration is equal to or greater than the cutoff. Results are considered to be semi-quantitative and should not be used to determine the concentration of drug metabolite present in a specimen. In because of potential cross-reactivity, all presumptive positives must be confirmed by gas chromatography-mass spectrometry (GC/MS).

Confirmation Testing: Extraction & Gas Chromatography/Mass Spectrometry (GC/MS)

Immunoassay procedures do not positively identify a drug or drug metabolite. Therefore, confirmation testing using gas chromatography/mass spectrometry (GC/MS) is required. GC/MS is a more sensitive and specific analytical procedure. However before donor specimens can be analyzed by GC/MS, they must be specially prepared using complex extraction procedures.

Donor specimens are scheduled for confirmation testing based on the initial test result. These specimens are scheduled by the Laboratory Management System (LMS) into confirmation batches according to the class of drugs. The confirmation clerk performs a process called "bottle matching transaction". The clerk types identifying information from the bottle seal into the computer system. The LMS electronically compares information from the bottle seal to the information entered from the original chain-of-custody during data entry. The barcode number of the specimen bottle is scanned to produce an aliquot barcode that matches the original specimen barcode number. An aliquot is removed from the original bottle and transferred to the labeled tube. This tube is placed with other donor specimen aliquots along with calibration standard, and open and blind controls, and transferred under chain of custody to the Extraction laboratory. Confirmation batches are prepared throughout the day and night shifts.

This transfer, as well as all subsequent transfers, is documented on a custody and control form accompanying each batch. Each sample is identified by the barcode label that is transferred from tube to vial throughout the process to maintain positive specimen identification throughout each step.

The Extraction department utilizes a specific procedure for

each drug group. The procedures employ either a solid-phase or liquid-liquid extraction procedure to isolate the drug or drug metabolites from the urine. Each batch contains a calibrator at the assay cut-off, two "open" controls (at 40% of cutoff and 125% cutoff) and two "blind" controls (one is negative and one is approximately twice the cutoff concentration).

Each transfer of custody is documented by dates, signatures, and "reason for change" on the custody and control form that accompanies the batch. This document originates in the confirmation aliquot department and ends after analysis on the GC/MS.

To prevent specimen contamination, LabCorp uses an "all-disposable" approach with glassware and devices, which come in direct contact with sample material. Non-reusable glass tubes and caps, glass Pasteur pipettes, and plastic transfer pipettes are used exclusively for confirmation procedures, and eliminate any source of contamination.

Gas Chromatography/Mass Spectrometry (GC/MS):

Confirmation of presumptive positive specimens is performed by gas chromatography/mass spectrometry. GC/MS provides unequivocal identification of the molecule(s) on the basis of characteristic fragmentation patterns at specific retention times. GC/MS is a tandem technology, utilizing a gas chromatograph coupled to a mass spectrometer.

Gas chromatography is a method of separating mixtures of analytes. Each analyte passing through a column in the gas chromatograph has a characteristic retention time which is defined as the time from injection to peak detection.

In GC/MS, the mass spectrometer serves as the detector for the gas chromatograph. Mass spectrometry performs the fragmentation of compounds. The fragmentation pattern of known standards is evaluated and stored in the

up. The procedures employ either a solid-liquid extraction procedure to isolate the metabolites from the urine. Each batch control at the assay cut-off, two "open" controls (off and 125% cutoff) and two "blind" (negative and one is approximately twice the ratio).

of custody is documented by dates, signature for change" on the custody and control accompanies the batch. This document originates at the confirmation aliquot department and ends on the GC/MS.

admen contamination, LabCorp uses an "all-in-one" approach with glassware and devices, which do not contact with sample material. Non-sterile tubes and caps, glass Pasteur pipettes, and plastic pipettes are used exclusively for confirmations, and eliminate any source of contamination.

Chromatography/Mass Spectrometry (GC/MS):

of presumptive positive specimens is performed by gas chromatography/mass spectrometry. It provides unequivocal identification of the molecule based on characteristic fragmentation patterns and retention times. GC/MS is a tandem technique using a gas chromatograph coupled to a mass

chromatography is a method of separating mixtures. Each analyte passing through a column in the chromatograph has a characteristic retention time, which is the time from injection to peak detection.

The mass spectrometer serves as the detector for the chromatograph. Mass spectrometry performs identification of compounds. The fragmentation pattern of standards is evaluated and stored in the

data processing unit of the GC/MS. Unknown specimens are compared to the known standard. The identification and quantification are evaluated for each control and donor specimen. GC/MS produces an unequivocal identification of a drug or drug metabolite. The GC/MS department utilizes 32 GC/MS systems for confirmatory testing. The basic steps of any GC/MS analysis are as follows:

1. Routine minor maintenance must be performed on the GC/MS before a batch can be analyzed. This consists of an autotune, which adjusts the mass spectrometer parameters to meet predefined performance criteria.
2. A batch of labeled vials is received along with the chain-of-custody form from the extractions department. Samples are identified by the barcode bottle identification.
3. A test sample is injected to ensure the instrument is performing properly.
4. The calibration standard is injected and used to set the instrument identification and quantification parameters. These parameters then determine the concentration in each control and specimen.
5. The GC/MS technologist carefully monitors the batch as the instrument completes the analysis of each specimen. After each injection, the data analysis is completed and printed at the workstation.

The GC/MS personnel conduct an initial review of the batch before releasing the batch to data review for final review and certification. The open and blind controls must satisfy qualitative and quantitative criteria. For a sample to be designated as positive, the concentration of drug in the sample must be greater than or equal to the cutoff, and qualitative criteria (such as retention times and mass ratio) must be met.

Analysis by GC/MS is very time consuming but is necessary to attain positive identification of drugs detected.

Single samples take 5 -15 minutes to process from Injection to printout. The GC/MS analysis of a batch takes 4-18 hours, depending upon the drug being analyzed. As in the extraction area, sample integrity and prevention of contamination are paramount issues.

Specimens are confirmed by GC/MS as listed below. (Cut-offs approved by the Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs)

Drug	Specific Analytes	GC/MS Confirmation (Ng/ml)
Amphetamines	Amphetamine	500
	Methamphetamine	500 (must also contain > 200 Ng/ml amphetamine)
Cannabinoids	Carboxy-THC	15
Cocaine	Benzoylcegonine	150
Opiates	Codeine	2,000
	Morphine	2,000
	6-Acetylmorphine	10 (performed automatically if the morphine concentration is > 2,000 Ng/ml)
Phencyclidine	Phencyclidine	25
Barbiturates	Barbiturates	300
Benzodiazepines	Benzodiazepines	300
Alcohol	Ethanol	0.02 gm/dl

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andatory Guidelines for Federal Workplace
Programs)

Specific Analytes	GC/MS Confirmation (Ng/ml)
Amphetamine	500
Methamphetamine	500 (must also contain > 200 Ng/ml amphetamine)
Carboxy-THC	15
Benzoylcegonine	150
Codine	2,000
Morphine	2,000
6-Acetylmorphine	10 (performed automatically if the morphine concentra- tion is > 2,000 Ng/ml)
Phencyclidine	25
Barbiturates	300
Benzodiazepines	300
Ethanol	0.02 g/dl

AUTHORIZED CUT-OFF LEVELS

Drug Class	DHHS* Screening	OTHER Screening	DHHS* GC/MS**	OTHER GC/MS**	GC/MS** Drug/Metabolite
Amphetamines	1000#	300	500#	300	Amphetamine Methamphetamine
Barbiturates	Not Allowed	200, 300#	Not Allowed	150#, 200, 300	Amobarbital Butalbital Pentobarbital Phenobarbital Secobarbital
Benzodiazepines	Not Allowed	300#, 200	Not Allowed	150#, 200, 300	Alprazolam Metabolite Nordiazepam Oxazepam
Cocaine	300#		150#	None	Benzoylcegonine
Cannabinoids (THC)	50#	20, 100	15#	10, 20	11-nor-delta-9-tetra- hydrocannabinol-9- carboxylic acid (THCA)
Methadone	Not Allowed	300	Not Allowed	150#, 300	Methadone
Opiates	2000#	300	2000#	200, 300 10	Morphine Codeine 6-Acetylmorphine
Phencyclidine (PCP)	25#		25#	20	Phencyclidine
Propoxyphene	Not Allowed	300	Not Allowed	150#, 200	Nonpropoxyphene
Additional Tests (Additional Fee Charged. See Pricing Grid)					
Blood Alcohol (GC Confirmation)	Not Allowed	0.02% 0.04%#	Not Allowed	0.02% 0.04%#	Ethanol
Urine Alcohol (GC Confirmation)	Not Allowed	0.02%	Not Allowed	0.02%	Ethanol

*Cut-offs approved by the Department of Health and Human Services,
Mandatory Guidelines for Federal Workplace Drug Testing Programs.

**GC/MS = Gas Chromatography/Mass Spectrometry

Florida's Drug-Free Workplace Act

SECURITY AND CONFIDENTIALITY

Due to the sensitive and confidential nature of the analyses performed at LabCorp, strict security procedures have been developed and instituted at the laboratory to maintain security and limited access to samples and the data files. For example, the entire facility is monitored by an electronic key card system that controls access to the building and to individual locations within the building. Thus, individual employees only have the ability to enter their specified work locations during the time period consistent with their normal shift hours. The computer system maintains a record of all individual movements within the controlled portions of the building. Any unauthorized personnel or visitors are required to sign in and out of the various areas and have to be escorted by an authorized employee.

In addition to the physical security of the laboratory, the computer system was designed to protect the access and confidentiality of the database. Only designated employees may gain access to the computer system through a combination of their name and private password. Once an individual logs onto the computer, they have access only to designated areas of the system. For example, if an individual is assigned to the sample receiving area, they use the transactions designed for that area, but do not have access to the quality control or reporting functions of the system. There is also an audit trail kept on the system for each transaction that occurs.

Another major security feature is the confidentiality of the sample being processed. Once the sample identifying information is linked with our unique internal number, which is also the form number from the chain-of-custody form, the sample is tracked only by this assigned number.

Our chain-of-custody procedures, including limited-access storage areas are also important to the security of the sample. If a sample is not in someone's immediate possession, it is secured in a controlled access room. Once

SECURITY AND CONFIDENTIALITY

sensitive and confidential nature of the analyzed at LabCorp, strict security procedures have been instituted at the laboratory to maintain and limited access to samples and the data. In addition, the entire facility is monitored by an access card system that controls access to the laboratory to individual locations within the building. Only authorized employees only have the ability to enter and work locations during the time period of their normal shift hours. The computer system maintains a record of all individual movements within the controlled portions of the building. Any unauthorized personnel or visitors are required to sign in and out of the laboratory areas and have to be escorted by an employee.

In addition to the physical security of the laboratory, the computer system was designed to protect the access and confidentiality of the database. Only designated employees have access to the computer system through a combination of their name and private password. Once an employee logs onto the computer, they have access to designated areas of the system. For example, if an employee is assigned to the sample receiving area, they have access to the transactions designed for that area, but do not have access to the quality control or reporting functions of the system. There is also an audit trail kept on the system for each transaction that occurs.

A major security feature is the confidentiality of the samples being processed. Once the sample identifying information is linked with our unique internal number, the sample is tracked only by this assigned number.

Chain-of-custody procedures, including limited access to laboratory areas are also important to the security of the samples. If a sample is not in someone's immediate possession, it is secured in a controlled access room. Once

the sample has been completed, the original specimen container is secured in a locked freezer. The computer system has a record of every sample's location in that freezer and it can be easily retrieved, if needed.

CALENDAR FOR 2002**JANUARY**

1 2 3 4 5
 6 7 8 9 10 11 12
 13 14 15 16 17 18 19
 20 21 22 23 24 25 26
 27 28 29 30 31

FEBRUARY

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 3 4 5 6 7 8 9
 10 11 12 13 14 15 16
 17 18 19 20 21 22 23
 24 25 26 27 28

MARCH

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 10 11 12 13 14 15 16
 17 18 19 20 21 22 23
 24 25 26 27 28 29 30
 31

APRIL

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 7 8 9 10 11 12 13
 14 15 16 17 18 19 20
 21 22 23 24 25 26 27
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MAY

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JUNE

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JULY

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AUGUST

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 18 19 20 21 22 23 24
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SEPTEMBER

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OCTOBER

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 27 28 29 30 31

NOVEMBER

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 17 18 19 20 21 22 23
 24 25 26 27 28 29 30

DECEMBER

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 22 23 24 25 26 27 28
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CALENDAR FOR 2002

JANUARY	JULY
2 3 4 5	1 2 3 4 5 6
9 10 11 12	7 8 9 10 11 12 13
6 17 18 19	14 15 16 17 18 19 20
13 24 25 26	21 22 23 24 25 26 27
10 31	28 29 30 31
FEBRUARY	AUGUST
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6 7 8 9	4 5 6 7 8 9 10
13 14 15 16	11 12 13 14 15 16 17
20 21 22 23	18 19 20 21 22 23 24
27 28	25 26 27 28 29 30 31
MARCH	SEPTEMBER
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6 7 8 9	8 9 10 11 12 13 14
13 14 15 16	15 16 17 18 19 20 21
20 21 22 23	22 23 24 25 26 27 28
27 28 29 30	29 30
APRIL	OCTOBER
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10 11 12 13	6 7 8 9 10 11 12
17 18 19 20	13 14 15 16 17 18 19
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MAY	NOVEMBER
1 2 3 4	1 2
8 9 10 11	3 4 5 6 7 8 9
15 16 17 18	10 11 12 13 14 15 16
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JUNE	DECEMBER
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5 6 7 8	8 9 10 11 12 13 14
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19 20 21 22	22 23 24 25 26 27 28
26 27 28 29	29 30 31

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CALENDAR FOR 2003

JANUARY	JULY
1 2 3 4	1 2 3 4 5
5 6 7 8 9 10 11	6 7 8 9 10 11 12
12 13 14 15 16 17 18	13 14 15 16 17 18 19
19 20 21 22 23 24 25	20 21 22 23 24 25 26
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MARCH	SEPTEMBER
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MAY	NOVEMBER
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11 12 13 14 15 16 17	9 10 11 12 13 14 15
18 19 20 21 22 23 24	16 17 18 19 20 21 22
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JUNE	DECEMBER
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8 9 10 11 12 13 14	7 8 9 10 11 12 13
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29 30	28 29 30 31

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CALENDAR FOR 2004**JANUARY**

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FEBRUARY

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AUGUST

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MARCH

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SEPTEMBER

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OCTOBER

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MAY

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NOVEMBER

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JUNE

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DECEMBER

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CALENDAR FOR 2004

JANUARY	JULY
1 2 3	1 2 3
7 8 9 10	4 5 6 7 8 9 10
14 15 16 17	11 12 13 14 15 16 17
21 22 23 24	18 19 20 21 22 23 24
28 29 30 31	25 26 27 28 29 30 31
FEBRUARY	AUGUST
4 5 6 7	1 2 3 4 5 6 7
11 12 13 14	8 9 10 11 12 13 14
18 19 20 21	15 16 17 18 19 20 21
25 26 27 28	22 23 24 25 26 27 28
	29 30 31
MARCH	SEPTEMBER
3 4 5 6	1 2 3 4
10 11 12 13	5 6 7 8 9 10 11
17 18 19 20	12 13 14 15 16 17 18
24 25 26 27	19 20 21 22 23 24 25
31	26 27 28 29 30
APRIL	OCTOBER
1 2 3	1 2
7 8 9 10	3 4 5 6 7 8 9
14 15 16 17	10 11 12 13 14 15 16
21 22 23 24	17 18 19 20 21 22 23
28 29 30	24 25 26 27 28 29 30
	31
MAY	NOVEMBER
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5 6 7 8	7 8 9 10 11 12 13
12 13 14 15	14 15 16 17 18 19 20
19 20 21 22	21 22 23 24 25 26 27
26 27 28 29	28 29 30
JUNE	DECEMBER
1 2 3 4	1 2 3 4
5 6 7 8 9 10 11	5 6 7 8 9 10 11
12 13 14 15 16 17 18	12 13 14 15 16 17 18
19 20 21 22 23 24 25	19 20 21 22 23 24 25
26 27 28 29 30	26 27 28 29 30 31

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CALENDAR FOR 2005

JANUARY	JULY
1	1 2 3
2 3 4 5 6 7 8	4 5 6 7 8 9 10
9 10 11 12 13 14 15	11 12 13 14 15 16 17
16 17 18 19 20 21 22	18 19 20 21 22 23 24
23 24 25 26 27 28 29	25 26 27 28 29 30 31
30 31	
FEBRUARY	AUGUST
1 2 3 4 5	1 2 3 4 5 6 7
6 7 8 9 10 11 12	8 9 10 11 12 13 14
13 14 15 16 17 18 19	15 16 17 18 19 20 21
20 21 22 23 24 25 26	22 23 24 25 26 27 28
27 28	29 30 31
MARCH	SEPTEMBER
1 2 3 4 5	1 2 3 4
6 7 8 9 10 11 12	5 6 7 8 9 10 11
13 14 15 16 17 18 19	12 13 14 15 16 17 18
20 21 22 23 24 25 26	19 20 21 22 23 24 25
27 28 29 30 31	26 27 28 29 30
APRIL	OCTOBER
1 2	1 2
3 4 5 6 7 8 9	3 4 5 6 7 8 9
10 11 12 13 14 15 16	10 11 12 13 14 15 16
17 18 19 20 21 22 23	17 18 19 20 21 22 23
24 25 26 27 28 29 30	24 25 26 27 28 29 30
	31
MAY	NOVEMBER
1 2 3 4 5 6 7	1 2 3 4 5 6
8 9 10 11 12 13 14	7 8 9 10 11 12 13
15 16 17 18 19 20 21	14 15 16 17 18 19 20
22 23 24 25 26 27 28	21 22 23 24 25 26 27
29 30 31	28 29 30
JUNE	DECEMBER
1 2 3 4	1 2 3 4
5 6 7 8 9 10 11	5 6 7 8 9 10 11
12 13 14 15 16 17 18	12 13 14 15 16 17 18
19 20 21 22 23 24 25	19 20 21 22 23 24 25
26 27 28 29 30	26 27 28 29 30 31

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